



REGULAR MEETING OF THE CITY COUNCIL
& THE LOCAL LICENSING AUTHORITY

448 E. 1st Street, Room 190

Salida, Colorado 81201

Tuesday, December 17, 2019 - 6:00 p.m.

AGENDA

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call

2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – December 3, 2019
 - c. Approval of Fee Waiver for the Heart of the Rockies Walk for Life
 - d. Approval of Final Payment for 2018 Street Reconstruction Project
 - e. Approval of Final Payment for 2019 Street Reconstruction Project
 - f. Warranty Reduction for Tailwinds Village Subdivision
 - g. Approval of Ground Lease Agreement for Harriet Alexander Field
 - h. Approval of Services Contract with Angel of Shavano Recycling
 - i. Approval of SmartRec Recreation Management Software
 - j. Approval of Contract With Municode for City of Salida Website Design
 - k. Approval of Contract With LodgingRevs for Short-Term Rental Compliance Software

3. Citizen Comment – 3 minute time limit

4. Unfinished Business / Action Items
 - a. Ordinance 2019-18 Second Reading and Public Hearing on a Proposed Ordinance Amending Chapter 16 of the Salida Municipal Code Regarding Accessory Buildings and Dwelling Units (Community Development)

5. New Business / Action Items
 - a. Resolution 2019-63 Appointing a Municipal Prosecutor (Administration)
 - b. Resolution 2019-64 Approving the 2020 Fee Schedule (City Clerk)
 - c. Resolution 2019-65 Joining Colorado Communities for Climate Action (Administration)

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 448 E. 1st Street, Ste. 112, Salida, CO 81201, Ph.719-530-2630 at least 48 hours in advance.

6. Councilmembers, Mayor and City Treasurer Reports

- Councilors Pappenfort, Shore, Templeton, Critelli, Pollock, Kasper, Mayor Wood
- Treasurer Bergin
- Discussion of Boards/Committees/Commissions
- BOCC Report
- Staff Reports

7. Adjourn

[SEAL]

City Clerk

Mayor P.T. Wood



REGULAR MEETING OF THE CITY COUNCIL
448 E. 1st Street, Room 190
Salida, Colorado 81201
Tuesday, December 3, 2019 - **6:30 p.m.**
MINUTES

5PM - WORK SESSION – STEAMPLANT ANNEX
With Poncha Springs Trustees to Review Sewer Study

1. Call to Order
 - a. Pledge of Allegiance – Led by Mayor Wood
 - b. Roll Call – Critelli, Shore, Pollock, Mayor Wood, Pappenfort, Templeton, Kasper
2. Consent Agenda
 - a. Approval of Agenda
 - b. Approval of Meeting Minutes – November 19, 2019
 - c. Veteran’s Expeditions - Special Event Permit
 - d. Approval of 2019 Sewer Reconstruction Project Phase 2 Change Order
 - e. Approval of Sewer Collection System Flow Monitoring Improvements
 - f. Approval of Ute Development Sewer Connection Agreement for Lot 3C
 - g. Approval of Poncha Meadows Sewer Extension Agreement

Critelli asked for clarification regarding the IGA with the Town of Poncha Springs. Critelli made a motion to combine and approve the items on the consent agenda. Seconded by Shore. With all in favor, THE MOTION PASSED.

3. Citizen Comment
 - Sue Ann Hum thanked Council for their grant to the Salida Council of the Arts and encouraged all to attend their upcoming concert.
 - Dave Tharp representing the HOA of the RiverLoft addressed the issue of trash from the Boathouse and asked for solutions.
4. Unfinished Business / Action Items
 - a. Ordinance 2019-17 Second Reading and Public Hearing on a Proposed Ordinance Amending Chapter 16 of the Salida Municipal Code Regarding Multiple Principal Structures

Mayor Wood recused himself from the discussion. Community Development Director Glen Van Nimwegen refreshed Council on the reason for the Ordinance. Mayor Pro Tem opened the public hearing at which no one spoke. He then closed the hearing. Critelli made a motion to approve Ordinance 2019-17 on second reading. Seconded by Templeton. With all in favor, THE MOTION PASSED.

b. Public Hearing of Resolution 2019-62 Adoption of the 2020 Budget

Finance Director Aimee Tihonovich presented further information to Council regarding the budget. Mayor Wood opened the public hearing at which Monika Griesenbeck spoke. Mayor Wood closed the public hearing. Templeton asked about subsidies for low-income housing projects; Treasurer Bergin provided information about different programs. Kasper stated he feels the City is responsible to spend for projects that are necessary or desired by the community, and most of the large capital expenditures are community-driven. Also that the small fee increase for water and wastewater now offsets much larger ones in the future. Shore mentioned that the large ticket items for 2020 are one-time events and some require matching funding. He differentiated between service fees and system development fees. Pappenfort stated that fees need to keep up with inflation. Critelli said that up-to-date fee schedules allow the City to be competitive for grants and loans.

Kasper made a motion to approve Resolution 2019-62. Seconded by Pappenfort. Pollock made a motion to continue Resolution 2019-62 to the December 17, 2019 meeting. Seconded by Critelli. Critelli, Shore and Pollock voted to approve the motion; Templeton, Pappenfort, Kasper voted against the motion, with the Mayor joining them. THE MOTION TO CONTINUE FAILED. Critelli made a motion to amend approval of Resolution 2019-62 by removal of the drone for the Police Department. Seconded by Pollock. Critelli and Pollock voted to approve the amendment; Templeton, Pappenfort, Kasper and Shore voted against. THE MOTION FAILED. Pollock made a motion to sunset the water/wastewater fee increase to end of 2020. No one seconded; THE MOTION FAILED. Critelli, Templeton, Shore, Pappenfort and Kasper voted to approve Resolution 2019-62; Pollock voted against. With a majority, THE MOTION PASSED.

5. New Business / Action Items

- a. Ordinance 2019-18 First Reading and Setting a Public Hearing on a Proposed Ordinance Amending Chapter 16 of the Salida Municipal Code Regarding Accessory Buildings and Dwelling Units

Kasper recused himself from the discussion. Planner Bill Almquist gave Council background regarding the reasons for changing the code regarding accessory dwelling units (ADUs). Critelli asked if existing buildings could be exempted. Shore thanked Almquist for all the work and then asked for

clarification regarding the number of people allowed per 200 square feet. Shore made a motion to approve Ordinance 2019-18 on first reading and to set a public hearing and second reading for December 17, 2019. With all in favor, THE MOTION PASSED.

6. Councilmembers, Mayor and City Treasurer Reports

- Pappenfort had nothing to report.
- Shore addressed the misconception that the increase in water/wastewater fees will fund increases in employee payroll. Spoke highly of staff; the city is working well, and for the city to function well it needs to compensate as appropriate.
- Templeton thanked the City Administrator for the weekly updates and staff for well-written memos.
- Critelli thanked Almquist for the painstaking approach to ADUs.
- Pollock had nothing to report.
- Kasper had nothing to report.
- Mayor Wood mentioned the meeting with the Town of Poncha Springs Trustees and asked for two volunteers from Council to help with a working group for the sewer problem.
- Treasurer Bergin
 - o Budget to Actual Nine Month Comparison
 - o September 2019 Sales Tax Report

7. Adjourn at 7:57pm.

[SEAL]

City Clerk

Mayor P.T. Wood

December 4, 2019

To Mayor PT Wood and the Salida City Council,

The Respect Life Committee of St Joseph Catholic Church is once again planning a Heart of the Rockies "Walk for Life" event. We are planning it for Sunday, January 26, 2020 from 1 PM to 3 PM. We would like to walk the same route we took last year with participants gathering in front of St. Joseph Church, walking north on D St to 2nd St, then to F St and on to Riverside Park. At Riverside Park we will have a speaker who will speak for approximately 15-20 minutes.

Because our event is being held in January when the park is not in demand and the event will only last 2 hours at the most we would ask the Council to consider waiving the fee normally charged for the use of the park.

We thank you for your consideration of this matter.

Members of the Respect Life Committee,

Judy Fender

Charlotte Sliva

Joan Haney

Pat Ficek

Beverly Scanga

RECEIVED
DEC 09 2019
BY: DVA



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17,

2019:

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Public Works	PRESENTED BY: David Lady
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ITEM:

Council Action - Approve Final Payment for the 2018 Street Reconstruction Project, Project No. 2018-001

Consent Agenda

BACKGROUND:

Street reconstruction projects planned for 2018 consisted of sections of "E" and "C" Streets. The condition of "E" Street from Sackett to 4th and "C" Street from 9th to Teller warranted complete reconstruction of the driving surface and drainage improvements. In addition to surface improvements, aging water line replacements were included in the project. Value engineering was performed to salvage curb and sidewalk in acceptable condition.

Bids for the project were received on April 4th, 2018. The project was awarded to Y&K Excavation, Inc. A change order to complete the remaining phases of the project was awarded on April 2nd, 2019.

FISCAL NOTE:

City Council awarded a Construction Contract to Avalanche Excavating, Inc on April 17th, 2018 for the 2019 Street Reconstruction Project with a total project budget of \$1,032,654.62. The total project budget was increased by \$341,791.75 for a total of \$1,374,446.37 with award of the change order for Phase 2.

All work was completed within budget and was accepted by Public Works. The final project construction cost was \$1,323,770.35. The 10% retainage for Phase 2 and a portion of Phase 1, in the amount of \$55,300.16, has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 9th and 10th, 2019.

Y&K Excavation, Inc provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION:

To approve final settlement to Y&K Excavation, Inc in the amount of \$55,300.16 for the 2018 Street Reconstruction Project.

SUGGESTED MOTIONS:

A Council person should make a motion to "combine and approve the items on the consent agenda."

Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: Dec. 17, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
Consent Agenda	Public Works	David Lady

ITEM:

Council Action - Approve Final Payment for the 2019 Street Reconstruction Project, Project No. 2019-001

Consent Agenda

BACKGROUND:

Street reconstruction projects planned for 2019 consisted of sections of Wood Avenue (291/Oak to Caldwell and 5th Street (Poncha Blvd. to I Street). The condition warranted complete reconstruction of the driving surface and drainage improvements. In addition to surface improvements, aging water line replacements were included in the Wood Avenue project. Extending a sidewalk on 5th Street from Poncha Blvd. to the Monarch Spur Trail and I Street provides much needed pedestrian improvements. Value engineering was performed to salvage curb and sidewalk in acceptable condition.

The Museum/Chamber parking along I Street was proposed in the 2019 budget as the current condition consists of a gravel lot.

Bids for the project were received on March 19th, 2019. The project was awarded to Avalanche Excavating, Inc.

FISCAL NOTE:

City Council awarded a Construction Contract to Avalanche Excavating, Inc on April 2nd, 2019 for the 2019 Street Reconstruction Project with a total project budget of \$786,645.89.

All work was completed within budget and was accepted by Public Works. The final project construction cost was \$708,112.50. The 10% retainage in the amount of \$70,811.25 has been withheld pending approval of final settlement by council. Public Notice of Final Settlement was advertised on December 9th and 10th, 2019.

Avalanche Excavating, Inc provided excellent quality of work and coordination with the City throughout the project.

STAFF RECOMMENDATION:

To approve final settlement to Avalanche Excavating, Inc in the amount of \$70,811.25 for the 2019 Street Reconstruction Project.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda.”

Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019:

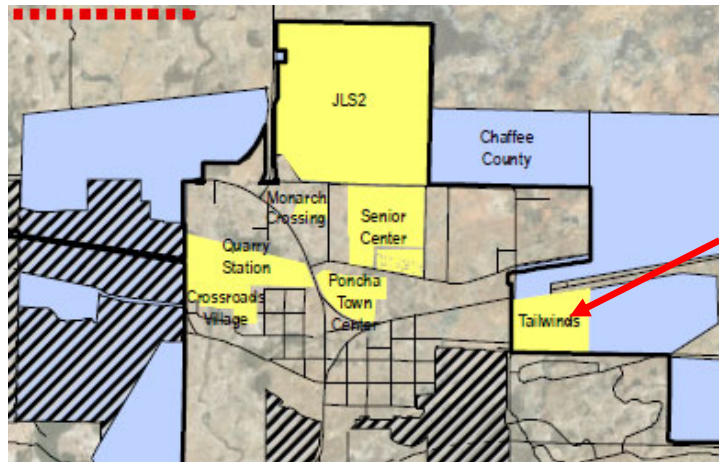
AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
Consent Agenda	Public Works	David Lady

ITEM:

Council Action Approving a Warranty Reduction for Tailwinds Village Subdivision in Poncha Springs

BACKGROUND:

The City of Salida Council approved a Sanitary Sewer Extension Agreement for the Tailwinds Village Subdivision in Poncha Springs on December 18, 2018. Section 16-2-60m of the City of Salida Municipal Code allows for a partial release of the performance and warranty security upon completion and approval of the public improvements. Completion and approval of improvements occurred on October 11, 2019. The release of security is calculated to be 10% of the approved total estimated cost of improvements. The original cost estimate was \$212,500.00, therefore, with a reduction the revised security is calculated to be \$21,250.00.



FISCAL NOTE:

There are no budget implications with the approval of the agreement.

STAFF RECOMMENDATION:

Staff has identified that the request meets the requirements set forth in the City of Salida Municipal Code and recommends approval.

SUGGESTED MOTIONS:

A Council person should make a motion to “combine and approve the items on the consent agenda”.

Followed by a second and then a voice vote.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO. Consent Agenda – 2.g.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Hangar Ground Lease Agreement for Harriet Alexander Field

BACKGROUND:

Harriet Alexander Field is owned and operated by a partnership between Chaffee County and the City of Salida. The airport is managed by a board made up of representatives of both the City and County, and the board makes operational recommendations to both the Board of County Commissioners and the City Council.

The Airport Advisory Board routinely recommends approval of ground leases to allow private parties to construct and occupy airplane hangars on the property of Harriet Alexander Field. Recently, a sale of one of the hangars was made to Ray and Ann Plumb of Salida. The attached ground lease would allow for transfer of the lease and hangar to the Plumbs with the same term as the prior owners. The lease term is for twenty years, with an option to renew at the end of the term.

FISCAL NOTE:

The attached ground lease agreement provides for an annual revenue for the airport of \$0.20 per square foot of area rented (4,900 square feet), for a total of \$980 per year with adjustments for inflation.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Ground Lease with Ray and Ann Plumb as recommended by the Airport Advisory Board.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a voice vote.

Lessee (name): ANN KELLER PLUMB (RAY A PLUMB)	Lessee's mailing address: 12163 SADDLE RIDGE LANE SALIDA CO 81201
Lessee's email: akplumb@aol.com	Lessee's phone: 714-469-6748
Date of Agreement: 12-10-2019	(714-464-5047)

GROUND LEASE

This lease agreement is entered into by and between the City of Salida, Colorado, a municipal corporation, and Chaffee County Colorado/the Board of Commissioners of Chaffee County (collectively "Lessors"), and Lessee (identified above), as of the above date.

RECITALS

- A. Lessors are the owners of that land comprising approximately 210 acres, more or less, known as the Salida/Chaffee County Airport, also known as Harriet Alexander Field (hereinafter "Airport"); and
- B. Lessee desires to lease from Lessors a portion of the Airport for the purpose of constructing and/or occupying an aircraft hangar or other aircraft-related facility as more particularly described below; and
- C. Lessors are willing to lease to Lessee the below described portion of Airport pursuant to the terms and conditions also set forth below.

AGREEMENT

In consideration of the terms, conditions and promises as set forth herein, the parties agree and covenant as follows:

1. **Leased Premises.** Lessors hereby lease to Lessee that unsubdivided portion of the Airport property described on the attached Exhibit A (the "Leased Premises"). THE LEASED PREMISES CONSIST OF THE FOOTPRINT OF THE BUILDING ALREADY CONSTRUCTED OR TO BE CONSTRUCTED BY THE LESSEE PLUS A MAINTENANCE/ACCESS EASEMENT OF FIVE FEET AROUND SAID FOOTPRINT.
2. **Vacant Land.** Lessee acknowledges that the Leased Premises are comprised solely of vacant land [and certain improvements] and that Lessors have no obligation to provide Lessee any improvements, services, fixtures or utilities to the Leased Premises, except as expressly provided in this Ground Lease.
3. **Use of the Leased Premises.** Lessee shall use the Leased Premises solely for the parking, storage and maintenance of Lessee's personal private aircraft, and for associated accessory activities. "Maintenance" shall not include welding, open flame operations, or the use of Class I or Class II liquids as defined in the most recent edition of the Chaffee County Uniform Building Code. Lessee shall not operate or allow commercial business operations of any kind to be performed on the Leased Premises absent Lessors' express written consent and the execution of a Commercial Operator's Agreement. Lessee shall install and properly maintain not less than one fire extinguisher and shall comply with applicable fire code regulations with respect to any structure on the Leased Premises. Except to the extent contained in the fuel tanks of aircraft and automobiles or expressly permitted by this Ground Lease, Lessee may not store any fuel or gasoline or hazardous or dangerous substances on the Leased Premises. Lessee may store up to five gallons of aviation fuel or gasoline on the Leased Premises in an OSHA or UL approved container. Lessee may install antennae not exceeding six feet in height above the highest point on any hangar or structure constructed or placed on the premises by Lessee, so long as such antennae comply in all respects with Federal Aviation Administration ("FAA") regulations and do not create an obstruction or threat to air navigation. New buildings and structures must conform to all adopted FAA regulations, commercial building, fire, mechanical, electrical and plumbing codes as well as the airport architectural

standards. Violations not corrected within 90 days will constitute a violation resulting in cancellation of the lease.

4. Maintenance of Leased Premises. Lessee shall at all times maintain the Leased Premises and all improvements to the Leased Premises in good condition and state of repair and shall not allow fire hazards, ice and snow, weeds, trash, debris or other unsightly objects to accumulate or be stored on or around the Leased Premises or otherwise interfere with the Airport facilities. No outside storage is allowed.

5. Signs. Lessee shall not place any signs, logos or emblems on the Leased Premises or on any improvements to the Leased Premises, except for a sign not larger than four square feet in size that identifies Lessee as the occupant of the Leased Premises. All signs shall be installed in compliance with the building and/or sign regulations of Chaffee County and/or other governing jurisdiction.

6. Term and Option to Renew.

(a) Subject to earlier termination as provided for in this Ground Lease, the initial term of this lease shall begin on the date of this Ground Lease, as set forth above, and terminate twenty years later, unless earlier terminated as provided for in this Ground Lease.

(b) Provided Lessee is not in violation or breach of any terms or conditions of this Ground Lease and provided the lease complies with the then current airport master plan, Lessee may renew and extend this Ground Lease for up to an additional twenty years (the "Option Term") upon written notice to Lessor submitted at least 120 days prior to the expiration of the initial and term. The Option Term shall be subject to the same terms and conditions as set forth in this Ground Lease, except that the rent for the first year of the Option Term shall be adjusted to the prevailing rates, based upon the most recently executed ground lease, adjusted for the then current CPI-U (defined below). The rent for subsequent years of the Option Term shall be adjusted as provided below. In the event Lessee remains in possession of the Leased Premises for any period after the expiration of the 20-year initial lease term, without a written agreement between the parties for an Option Term, a new month-to-month tenancy shall be created subject to the same terms and conditions of this Lease at a monthly rental rate to be determined as provided below, unless otherwise agreed by the parties in writing. Such month-to-month tenancy shall be terminable on thirty (30) days' notice by either party or on longer notice if required by law.

7. Rent.

(a) Lessee shall pay to Lessors total annual rent of \$ ~~900,000~~ for a total of 4900 sq. ft. As of May 1, 2012, the lease rate was \$0.17 per square foot, which is adjusted annually as of May 1. Beginning April 30, 2013 and every year thereafter for the lease term, the rate adjusts in accordance with subparagraph (b), below. The CPI adjusted rate effective May 1, 2018 will be \$0.20 per square foot. Lessee shall pay the rent annually, in advance, without notice or demand, with the first payment due on the first day of the lease term, except that for the first year of this Ground Lease, rent shall be pro-rated, if necessary, from the beginning date of this Ground Lease through the following April 30, 2018. For subsequent years, rent shall be due on May 1.

(b) Rent shall be adjusted annually in accordance with any increase in the United States Bureau of Labor Statistics Consumer Price Index for all items and urban consumers (the CPI-U) for the Denver-Boulder area. The adjustment shall reflect any increase in the CPI-U for annual period beginning from the time rent was last set or adjusted. Should the United States Bureau of Labor Statistics cease publication of the CPI-U for the Denver-Boulder area, then future rent adjustments shall be based upon and correspond to the rate of "local growth" for the annual period as defined in Article X, § 20(2)(g) of the Colorado Constitution and determined by the Chaffee County Assessor pursuant to C.R.S. § 39-5-121(2)(b). In no event shall the rental rate be reduced absent the prior written consent of Lessors, regardless as to any decrease in the CPI-U or local growth rate from the time rent was last set or adjusted. Lessors shall use their best efforts to advise Lessee of the adjusted rent amount at least one month prior to the rent payment due date, but failure of Lessors to so notify Lessee shall not relieve Lessee of its obligation to pay the increased rent.

(c) Lessee shall make and/or direct all rent payments to the location and/or to the person or entity designated by the Airport Manager in writing. If no such designation is made, rent shall be paid to: Chaffee County Airport Fund, c/o Chaffee County, Attention Finance Department, P. O. Box 699, Salida Colorado 81201.

(d) Interest shall accrue on any past due rent payment at the rate of 1.5% per month or 18% per annum. Such interest shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessors from exercising any of the other rights and remedies under this Ground Lease.

8. Common Airport Facilities/ CLOSURES. Lessee is granted in common with other lessees, or persons similarly authorized, the non-exclusive use of all common Airport facilities including, but not limited to, the landing field, runways and taxiways (inclusive of any future enlargement or extensions thereof), roadways, aprons, fueling facilities, flood lights, landing lights, beacons, radio aids, and such other airport facilities as may exist and are available for use by the general aviation public. LESSEE ACKNOWLEDGES THAT REPAIRS OR IMPROVEMENTS TO RUNWAYS OR OTHER AIRPORT FACILITIES OR STATE OR FEDERAL MANDATES MAY REQUIRE THE CLOSURE OF THE AIRPORT OR THE TEMPORARY OR PERMANENT RESTRICTION OF ITS USE. SUCH ACTIVITIES SHALL NOT CAUSE ANY REDUCTION IN THE RENT DUE HEREUNDER. LESSEE FURTHER ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO THE LESSORS CONTINUING TO OPERATE THE AIRPORT FACILITIES IN THEIR CURRENT LOCATION AND LESSORS MAY TERMINATE THIS LEASE, WITHOUT RECOURSE TO LESSORS, IF LESSORS, FOR WHATEVER REASON NO LONGER OPERATE THE AIRPORT IN ITS CURRENT LOCATION.

9. Right of Ingress and Egress. Lessee shall at all times have a right of reasonable ingress to and egress from the Leased Premises over and across the Airport to public ways and roads, which right shall extend to Lessee's employees, agents, customers, guests and other invitees. Such right shall also extend to persons or businesses supplying materials or services to Lessee, and shall include access and egress for vehicles, machinery and equipment reasonably required by Lessee and those persons or entities specified in this paragraph. SUCH RIGHT SHALL NOT BE EXERCISED IN A WAY THAT INTERFERES WITH THE USE OF THE AIRPORT BY OTHERS OR THAT IS IN VIOLATION OF ANY DULY ADOPTED AIRPORT RULES OR POLICIES. LESSEE ACKNOWLEDGES SUCH RIGHT MAY NOT INCLUDE VEHICLE ACCESS TO HANGARS, AS DETERMINED BY THE AIRPORT MANAGER

10. Hangar Construction and Improvements.

(a) If there are no improvements on the Leased Premises, Lessee shall be required to install, improvements on the Leased Premises, such improvements to be limited to one aircraft storage hangar and any accessory hard surfaces (ramp/access taxiway), and/or such other structures as specifically authorized in writing in advance by Lessors. The design and materials to be used in the construction, repair, other than routine maintenance, or restoration of any hangar, structure or hard surface shall be approved in advance in writing by Lessors. Within thirty days from the beginning of this Ground Lease, Lessee shall submit a detailed description, inclusive of engineered drawings/plans, to Lessors together with a cost estimate for all structures or other improvements Lessee desires to install, repair or rebuild on the Leased Premises. No installation or construction shall occur on the Leased Premises or upon common Airport property until the Airport Manager has specifically approved same in writing and all necessary third-party permits have been issued, including local building permits and such permits or approvals as may be necessary from the Federal Aviation Administration (e.g., FAA Form 7460, Notice of Proposed Construction). All improvements must be completed per the building department permit timeframe and the Airport Manager has approved the construction.

(b) The installation/construction of all structures and hard surfaces shall comply with the then-current Commercial Building Code, Airport Master Plan, the Minimum Standards for Hangar Construction and the Airport Storm Water Management Plan then in effect for the Airport. No structure shall be constructed within five feet of the perimeter boundary of the Leased Premises. Lessee shall maintain the Leased

Premises in a safe and orderly condition during any and all construction/installation activities, and shall not allow construction materials, activities or debris to invade or impinge upon common Airport facilities (e.g., ramps, taxiways or roadways) or other leased premises. The Airport Manager may, upon request by Lessee and/or in order to minimize the disruption of normal Airport operations, allow or direct the temporary use by Lessee of non-leased Airport property for construction staging and/or material storage during any period of construction/installation. Lessee's installation or extension of any utility lines or services (i.e., water, sewer, electricity or gas) as part of any construction or improvement must be approved in advance and in writing by Lessors.

(c) Lessee shall affirmatively notify all persons or entities undertaking any work on the Leased Premises, including persons engaged in planning, design, construction or repair, and/or persons supplying any labor, materials or equipment pursuant to such work, that as publicly-owned property, the Leased Premises are not subject to lien for a failure to pay for such work, labor or materials, and Lessee shall, in accordance with C.R.S. § 38-22-105(2), post and keep posted a written notice to the same effect in some conspicuous place upon the Leased Premises during any and all such work.

(d) Except as otherwise provided for in this Ground Lease, all hangars, buildings, fixtures, structures or other improvements bought, installed, erected, constructed or placed on the Leased Premises by Lessee shall be deemed to be personal property for purposes of this lease and shall remain the property of Lessee; and Lessee shall, unless otherwise authorized in writing in advance by Lessors, remove such property upon the expiration or termination of the lease, subject to Lessee's obligation to repair all damage, if any, resulting to the Leased Premises or Lessors' property by such removal. Lessee shall be allowed up to sixty days after the expiration or termination of the lease to remove any and all such property, during which time Lessee shall be obliged to continue to pay rent on a prorated basis until such removal is completed. In the discretion of the Lessors, any and all property, inclusive of hangars, buildings and fixtures, not removed by Lessee within the time allotted for same may become part of the Leased Premises and title to such property shall automatically vest in Lessors, individually or jointly, to the extent that Lessors individually or jointly own the land underlying such property. If Lessee abandons any improvement or property on the Leased Premises or fails to remove such improvement or property as required, above, Lessors may, in its sole discretion, take title to or remove same; at any time Lessors may determine, at Lessee's cost.

(e) Any aircraft hangar constructed by Lessee may be used for the temporary storage of motor vehicles while Lessee's aircraft is in use. Lessee may also allow other aircraft owners to temporarily occupy Lessee's hangar while performing maintenance or repairs on their personal aircraft. Collection of rental or sublease fees shall constitute a commercial operation and require a commercial operators agreement.

11. Utilities. Lessee shall timely and fully pay for all utility services installed and used on the Leased Premises. In no event shall a septic system be installed or used on the Leased Premises absent Lessors' written consent and the issuance of all necessary permits. Lessors may require Lessee, at Lessee's cost, to connect any water-using facility on the Leased Premises to a sanitary sewer system if a sanitary sewer main line becomes available within 400 feet of the Leased Premises and to remove any leach fields

12. Taxes and Assessments. Lessee shall timely pay all real and personal property taxes and assessments, including without limitation possessory interest assessments, levied or imposed against the Leased Premises as the result of Lessee's occupancy and/or use of same, and upon any improvements installed and owned by Lessee thereon.

13. Subletting, Assignment and Sales.

(a) Lessee may not assign any of the rights, benefits or obligations inhering to it under this Ground Lease, nor may Lessee sell or sublet any area, space or structure to any third party absent the prior written consent of Lessors, which consent may be granted or withheld solely within the reasonable discretion of Lessors. Any sublease shall constitute a commercial operation and require a commercial operators agreement.

- (b) If Lessee assigns or sublets under this Ground Lease, Lessee shall continue to remain primarily responsible for its full and timely performance under this lease unless Lessors otherwise specifically consent in writing. If Lessee sells any area, space or structure, the third party shall execute a separate Ground Lease.
- (c) Lessors or either of them may freely and at their convenience assign any or all of its rights, benefits and obligations under this agreement at any time.

14. Compliance with Governmental Regulations.

(a) Lessee shall faithfully and timely abide by and conform to all laws and governmental orders, rules and regulations, including future amendments thereto, controlling or in any manner affecting the use, operations or maintenance of the Airport or the Leased Premises, particularly FAA orders and regulations, and inclusive of local ordinances and airport regulations adopted by Lessors and/or Chaffee County, or any airport commission authorized to oversee operations at the Airport. LESSEE HEREBY ACKNOWLEDGES THE AUTHORITY OF THE AIRPORT MANAGER TO ENFORCE SUCH RULES IN ADDITION TO OTHER DULY APPOINTED PERSONNEL.

(b) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises and/or improvements to the Leased Premises, (2) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises and improvements on the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

15. Insurance.

(a) Lessee shall at its sole cost and expense procure and maintain in force a policy of general liability insurance insuring the Leased Premises and Lessee against loss or injury to any person or property arising from Lessee's use and/or occupancy of the Leased Premises and any improvements thereon. Such insurance policy shall be issued by a company authorized to do business in Colorado and shall be in an amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$990,000.00 per occurrence. The City of Salida and Chaffee County, at Lessee's sole expense, shall be named co-insureds or additional insureds on all insurance policies required under this lease, and such insurance shall act as primary insurance with respect to all claims, injuries or casualties occurring on or to, or arising from, the Lessee's occupancy and/or use of the Leased Premises. Lessee shall promptly increase its coverage, if necessary, due to changes in the above-described statute or other law and Lessors' failure to inform Lessee of any increased coverage requirements shall not affect Lessee's obligation.

(b) Lessee shall annually furnish the Airport Manager with copies or company-issued certificates of insurance policies obtained by Lessee in compliance with this paragraph 15. The certificates and coverages required by this paragraph 15 shall contain a provision requiring that the companies issuing

such policies automatically and directly notify Lessors in writing and at least 30 days in advance of any amendment or cancellation of such policy or policies.

16. Release and Indemnification. Lessee forever releases, waives and discharges Lessors and all persons acting on Lessors' behalf from all claims, suits and causes of action relating to any injury or loss Lessee may sustain in any way connected with the Leased Property, including personal injuries, death or property damage, or injury or loss in connection with Lessee's presence on the Leased Premises, common Airport facilities or other Airport facilities or property, Lessee shall indemnify and hold harmless Lessors and all persons acting on Lessors' behalf against all claims and losses (including interest and attorneys' fees and expenses) resulting from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises; Lessee agrees that if the Lessors, without any fault on their part, shall be made a party to any litigation commenced by or against the Lessee arising from Lessee's use or occupancy of the Airport facilities or property or the Leased Premises, then Lessee shall pay and/or advance all costs in connection with such litigation, including reasonable attorney fees and litigation costs paid by either Lessor.

17. Damage to Improvements. If any improvements owned by Lessee on the Leased Premises are damaged or destroyed, in whole or in part, Lessee shall, within sixty days of the damage or destruction, perform one of the following:

- repair, restore or rebuild same to their condition and operational status as existed prior to such damage or destruction; OR
- furnish a performance and payment bond, in an amount at least equal to the cost of removing all damaged or destroyed improvements and any other debris and restoring the Leased Premises to the conditions existing at the time Lessee first entered onto the Leased Premises, as security for the faithful performance and payment of Lessee's obligations under this Ground Lease.

Rent shall not be reduced or abated during any period in which improvements, or parts of same, are not available for use by Lessee.

18. Right to Mortgage. Lessee may mortgage or otherwise encumber all or any portion of its owned improvements and its leasehold interests under this Ground Lease. Lessors, upon request, may subordinate their interests herein to any lending or financing agency for the term of the lease, provided such subordination cannot and shall not have the effect of permitting a mortgagee or trustee to own or claim an ownership interest in the Leased Premises, and that such mortgagee or trustee is approved in writing in advance by Lessors, which approval shall not be unreasonably withheld. IF, DUE TO FORECLOSURE OR OTHER DEFAULT UNDER THE TERMS OF SUCH MORTGAGE, ANY MORTGAGEE BECOMES THE OWNER OF THE IMPROVEMENTS CONSTRUCTED HEREUNDER, SUCH MORTGAGEE SHALL BE SUBJECT TO THE TERMS AND OBLIGATIONS OF THE LESSEE HEREUNDER.

19. Lessee's Default. If Lessee violates any of the terms or conditions of this Ground Lease, and continues in such violation(s) for a period of 30 days after written notice thereof by certified mail from the Airport Manager to Lessee, then Lessors shall have the election to declare this lease forfeited, and Lessee shall immediately surrender possession of the Leased Premises and any improvements owned and not removed by Lessee to Lessors. The Lessors' written notice shall specify the provision of the lease violated, the information available to Lessors upon which they rely in concluding that a violation exists, and the action required of Lessee to cure the violation.

20. Lessors' Reserved Rights. Lessors, on behalf of themselves and the Federal Aviation Administration, reserve the right and privilege during the term of this agreement to place on the Airport, inclusive of the Leased Premises, whatever instruments and/or equipment they or the FAA may determine are necessary or convenient to the safe and efficient operation of the Airport, so long as said instruments or equipment do not substantially interfere with Lessee's use of the Leased Premises or reduce the structural integrity of Lessee's hangar or such other building as Lessee may have constructed on the Leased Premises. Lessors additionally reserve the right to further develop and otherwise change or improve the Airport, inclusive of all landing areas, taxiways, or access ways, as it deems necessary,

and to take such other actions with respect to the Airport as Lessors see fit without hindrance or interference from Lessee, provided all of such developments or improvements are required by law, federal regulation, and/or are approved by the FAA. Lessors further reserve the right to from time to time temporarily or permanently close the Airport, or parts thereof, for any reason, including without limitation maintenance, construction or public safety purposes, immediately prior to which Lessors will make reasonable efforts to notify Lessee in advance thereof.

21. Subordination. This Ground Lease shall be subordinate to the provisions of any existing or future agreement between Lessors and the United States and/or the State of Colorado for the funding, operation or maintenance of the Airport.

22. Inspection. Lessors or their duly authorized representative shall have the right to inspect the Leased Premises and any improvements at all reasonable times upon reasonable prior notification to Lessee. Lessors shall also be entitled to enter the Leased Premises and any improvements, without prior notice, to make emergency repairs or to take emergency action necessary to protect or preserve human life or the property of the Airport.

23. Notices. In every case where notice is required or permitted in this lease, notice shall be deemed sufficient if (1) personally delivered or (2) mailed by certified mail, postage prepaid, properly addressed to the address contained herein, or such other address as shall be given in writing by one party to the other according to the provisions hereof.

If to Lessors: Chaffee County Commissioners
P.O. Box 699
Salida, CO 81201

With copy to:

Chaffee County Attorney
P.O. Box 699
Salida, CO 81201

If to Lessee, to the person and address listed at the beginning of this Ground Lease.

Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, such notice shall be deemed given on the fifth day after it is sent.

24. Liens. Notwithstanding paragraph 18, above, Lessee shall not allow liens of any kind or duration to be asserted or maintained on the Leased Premises.

25. Attorney Fees. If either party brings an action to enforce the terms of this Ground Lease or declare rights under this Ground Lease, the prevailing party in such action shall be entitled to its reasonable attorney fees and costs against the non-prevailing party.

26. Binding Effect. This Ground Lease shall bind and benefit the parties hereto and their representatives, successors, and permitted assigns.

27. Venue and Severability. This Ground Lease shall be construed under the laws of the State of Colorado. Venue for any legal action between the parties brought to interpret or enforce the provisions of this agreement shall be the Colorado District Court in and for Chaffee County. Any covenant, condition, or provision herein which is held to be invalid by any court of competent jurisdiction shall be considered deleted from the lease, but such deletion shall in no way affect any other covenant, condition, or provision herein so long as such deletion does not materially prejudice Lessors or Lessee in their respective rights and obligations contained in the valid covenants, conditions, or provisions of the lease,

28. **Waivers.** One or more waivers by Lessors of any term or condition of this agreement, or of Lessee's breach or violation thereof, shall not be construed or have the effect as a forgiveness or waiver of any other term or condition, or of any future or different breach or violation of the agreement by Lessee.

29. **Entire Agreement and Amendments.** This Ground Lease reflects and contains the entire agreement of the parties and supersedes all previous agreements entered into or contemplated by the parties with regard to the Airport. No negotiations, understandings, agreement or promises, verbal or otherwise, exist or are enforceable between the parties except as expressly set forth in this agreement, the provisions of which may only be amended, modified, or superseded by written agreement signed by both parties.

30. **Counterpart Signature Pages.** This Agreement may be signed using counterpart signature pages with the same force and effect as if both parties signed on the same signature page.

The parties acknowledge and agree to the foregoing provisions.

LESSEE

By: 
Name: ANN KELLER PLUMB
Title: owner

STATE OF Colorado)
)ss.
COUNTY OF Chaffee)

The foregoing instrument was acknowledged before me by Ann Keller Plumb
this 4th day of December, 2019.

Witness my hand and official seal.
My commission expires: 11.22.2022

Patricia E Baldwin
Notary Public

PATRICIA E. BALDWIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064047750
My Commission Expires 11-22-2022

LESSORS

CHAFFEE COUNTY COLORADO/BOARD OF COUNTY COMMISSIONERS

Greg Felt, Chairman

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me by Dave Potts, this _____ day of _____,
20__.

Witness my hand and official seal.

My commission expires:

Notary Public

CITY OF SALIDA, COLORADO

By: _____
Mayor

STATE OF COLORADO)
)ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 20__.

Witness my hand and official seal.

My commission expires:

Notary Public

AIRPLANE HANGAR BILL OF SALE

This sale agreement is made by and between (Seller) James Scott Middleton whose mailing address is: 347 S.W. Main Blvd. Lake City, Fl. 32025

and (Buyer) Ray & Ann Plumb their address is: 12163 Saddle Ridge Lane Salida, CO. 81201

With the signing of this sale agreement and the Buyer transferring the total purchase price of \$ 110,000 to the Seller, the Seller hereby sells and forever transfers the ownership of the airplane hangar described below, to the Buyer.

Description of the airplane hangar being sold:

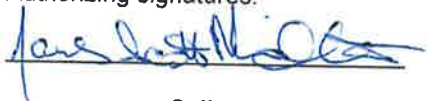
Make: Heritage Metal Hangar 3600 SF (60x60) Building permit No: 10049891 that was completed and issued a Certificate of Occupancy on October the 2nd 2015

Airport location name: Harriet Alexander Field (KANK) Site # P-2

Seller represents and warrants that it has full and good title to the described airplane hangar, full authority to sell and transfer the same if approved to by The City of Salida, and that the airplane hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims, of every nature and description. The Buyer will have to secure a new "GROUND LEASE" from the City of Salida and the Seller would be released from his GROUND LEASE recorded on 7/17/2014 (Reception#415046)

Buyer understands that the airplane hangar is being sold in its present condition "as is" and "where is" and that Seller disclaims any implied warranty of condition or function, or any responsibility thereof.

Authorizing signatures:



Seller

JAMES Scott Middleton

(Seller's printed name)

12/8/19

12/05/2019



Buyer

ANN KELLER PLUMB

(buyer's name printed)

12/10/2019

date signed



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO. Consent Agenda – 2.h.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

2020 Services Contract with Angel of Shavano Recycling

BACKGROUND:

The City of Salida engages in a service contract with Angel of Shavano Recycling to provide recycling drop stations at the Salida Hot Springs and Aquatics Center as a free service to Salida residents and guests. Changes to the contract for 2020 include a fee increase along with acknowledgement that the partners (Chaffee County, the Town of Poncha Springs, the Town of Buena Vista, and the City of Salida) will view 2020 as a transitional year for how we provide recycling to the community. The City will continue to review whether the location at SHSAC is the most appropriate place for recycling services, as the Parks, Recreation, Open Space and Trails Master Plan is recommending that the service be moved to a different location.

FISCAL NOTE:

The cost to the City of Salida for FY 2020 is \$32,560.00, an increase of approximately \$10,000 over 2019. This amount has been approved as part of the 2020 Annual Budget.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Services Contract for 2020 with Angel of Shavano Recycling.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to combine and approve the Consent Agenda, followed by a second and a voice vote.

CHAFFEE COUNTY SERVICES CONTRACT

This Contract ("Contract") is made and entered into December 10, 2019, and is between the County of Chaffee, State of Colorado, acting by and through the Board of Commissioners of Chaffee County, Colorado ("County"), the Town of Poncha Springs ("Poncha Springs"), Colorado, the City of Salida, Colorado ("Salida"), the Town of Buena Vista, Colorado ("Buena Vista"), (all such governmental entities, are collectively referred to below as "Local Governmental Entities") and Angel of Shavano Recycling ("Contractor"), (all such entities, are collectively referred to below as the "Parties").

The Local Governmental Entities desires to contract for the services of Contractor as an Independent Contractor pursuant to the terms and conditions of the attached **Exhibit A**.

In consideration of the rights and obligations specified below, the Local Governmental Entities and the Contractor agree as follows:

1. Performance of Services.

- a. Scope of Services. The attached **Exhibit A** describes the work to be performed (the "Work"). Contractor is not required to observe particular working hours or work a specified number of hours. Contractor shall determine whether it possesses the sufficient training and background to carry out specific requests for services. Except as expressly provided in this Contract, Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the Work. Contractor shall perform the Work in strict accordance with this Contract.
- b. Quality of Performance. The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.
- c. Other Activities. Contractor may engage in other activities for compensation provided they do not conflict with the responsibilities or limitations set forth in this Contract.
- d. Subcontractors. Contractor may hire, at its expense, any subcontractors if approved in writing by County and provided such assistants do not, in County's sole discretion, hinder County's business, subject to the below Prohibitions on Public Contract for Services.
- e. Reports. Contractor shall provide reports to County including financial reports that correspond to the annual subsidy contribution to determine the amount of fees and expenses owed to Contractor pursuant to this Contract or those required by law. Within five (5) days of receipt, the County shall provide a copy of all reports to Poncha Springs, Salida, , and Buena Vista.

2. **Independent Contractor. Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Neither Contractor, nor its subcontractors, employees or agents shall have authority to bind the Local Governmental Entities in any contract or agreement. Neither Contractor, nor its subcontractors, employees, or agents will have any claim or right to participate in any retirement, bonus, welfare or benefit plans of the Local Governmental Entities. Contractor acknowledges that its employees and subcontractors are not entitled to unemployment insurance benefits or workers' compensation benefits from the Local Governmental Entities, its elected officials, agents, or any program administered or funded by the Local Governmental Entities.**

3. For the convenience of the Parties, the County shall administer the Contract on behalf of all the Local Governmental Entities. The County's responsibilities shall include but not be limited to: reviewing billing, payment of fees, communicating between the Parties, and verifying Contractor's work performance. Nothing contained in this Contract and no actions taken by the Local Governmental Entities under this Contract shall constitute a partnership, joint venture, association or other cooperative entity between the Local Governmental Entities to this Contract. The Local Governmental Entities are acting independently and not as agents of each other. The relationship which subsists between the Local Governmental Entities is that which arises under a cost sharing agreement.

4. The Local Governmental Entities agree to provide within their respective jurisdiction the recycling drop site as designated in Exhibit A to Contractor at no cost to the Contractor or to the public. Additionally, the Local Governmental Entities will provide snowplowing and road grading at their recycling drop-sites within their respective jurisdictions to ensure access

5. Fees. On behalf of all the Local Governmental Entities, the County shall pay the Contractor One Hundred and Ten Thousand Dollars (\$110,000.00) for one year of services under Exhibit A. County shall pay such fees in quarterly installments with the first payment due on March 31, 2020, the second payment on June 30, 2020, the third installment on September 30, 2020 and the final payment by December 15, 2020. Each installment will be for \$ 27,500.00.
 - a. The Local Governmental Entities agree that the cost of the Fees will be proportionally divided by the Local Governmental Entities share of the total population residing in each Local Governmental Entities respective jurisdiction (based on the State of Colorado's Demographer's current population estimate), with Payments due to the County by February 28, 2020. The Local Governmental Entities will contribute to the Fees of the Contract as follows:

- i) Town of Poncha Springs: \$ 5,280.00
- ii) City of Salida: \$32,560.00
- iii) Town of Buena Vista: \$15,950.00
- iv) Chaffee County: \$56,210.00

6. Expenses. Except as set forth in **Exhibit A**, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.

7. Term, Termination and Related Remedies.

- a. Term. This Contract is effective from January 1, 2020 through December 31, 2020.
- b. Termination. Either party may terminate this agreement for any reason or no reason at all by giving the other at least fifteen (15) days written notice at the address shown below. Upon termination, Contractor shall be liable to refund to County any fees paid for prepaid services which have not been completed. Contractor shall refund any unearned fees within thirty days of termination. Unearned fees shall be calculated based on the annual payment made by County to Contractor, divided by twelve, multiplied by the number of months remaining on the contract on the date of termination.
- c. Constitutional Requirements. The other provisions of this Contract notwithstanding, financial obligations of the Local Governmental Entities payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Local Governmental Entities are prohibited by law from making financial commitments beyond the term of its current fiscal year. The Local Governmental Entities have contracted for goods and/or services under this Contract and have reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the participating Local Governmental Entities as the funding entities, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, any of the participating Local Governmental Entities shall have the right to terminate this Contract by providing seven days written notice to the Contractor and the Local Governmental Entities, and will be released from any and all obligations hereunder. If any of the participating Local Governmental Entities terminates the Contract for this reason, the remaining Local Governmental Entities, and Contractor shall be released from all obligations to perform Work and make payments hereunder, except that County shall be required to make payment for Work, pursuant to the cost division in section 5, which has been performed by Contractor prior to the effective date of termination under this provision; and, conversely, Contractor shall be required to complete any Work for which County has made payment prior to providing written notice to Contractor of the termination.

8. Representations and Warranties. Contractor represents and warrants the following:

- a. Required Permits and Compliance with Law. Contractor has obtained all authorizations and permits necessary or required by law in connection with the services provided pursuant to this Contract. Contractor shall materially comply with all relevant laws, regulations and ordinances in rendering services under this Contract.

- b. Insurance. Contractor has obtained and shall continue to maintain at its own expense, and without cost to County, insurance protection from a company authorized to do business in Colorado, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:
 - i. Comprehensive General Liability in the amount not less than those limits of liability established from time to time for governmental entities under the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-114. Currently, such limits are \$350,000.00 per person and \$990,000.00 per occurrence. This coverage should be provided on an ISO 1998 Form or the most current form. Coverage to include:
 1. Premises
 2. Products/Completed Operations if Work includes a manufacturing operation
 3. Broad Form Comprehensive, General Liability

 - ii. Automobile Liability. Minimum limits are required to be \$1,000,000.00 for each occurrence. Coverage must include:
 1. All vehicles owned, non-owned, and hired to be used on the Contract;
 2. Medical Payments.

 - iii. Employer's Liability, Workers' Compensation and Unemployment Insurance. Contractor shall secure and maintain employer's liability, Workers' Compensation Insurance and Unemployment Insurance as required by applicable law.

 - iv. Named Insured and Certificates of Insurance.
 1. Chaffee County, Poncha Springs, Salida, and Buena Vista, at Contractor's sole expense, shall be named as insured or additional insured on all insurance policies required under this Contract. The "additional insured" wording shall be as follows: County of Chaffee, State of Colorado, a body corporate and politic, the City of Salida, a municipal corporation, the Town of Poncha Springs, a municipal corporation, and the Town of Buena Vista, a municipal corporation are named as Additional Insured.

 2. Contractor shall furnish County prior to the commencement of work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in

compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that County is notified in writing and at least thirty days in advance of any amendment or cancellation of such policy or policies.

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty days written notice to the County.

Certificates shall be forwarded to:
Dan Short, Finance Department
Chaffee County
P.O. Box 699
Salida, CO 81201

7. Non-discrimination. The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.
8. Nondiscrimination Provisions Binding on Subcontractors. In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
9. Indemnification. The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the work under this Contract. The Contractor will defend, indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time. This section shall survive the termination of this Contract.
10. No Waiver of Breach. County's failure to insist upon strict compliance with the provisions of this Contract will not be construed in any way as a waiver of any of

County's rights or privileges. All remedies afforded in this Contract shall be cumulative, that is, in addition to every other remedy provided in this Contract or by law.

11. Prohibitions on Public Contract for Services.

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor who fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- b. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or Department Program.
- c. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while the Contract is in effect.
- d. If Contractor obtains actual knowledge that a Subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - i. Notify the Subcontractor and the County within three (3) days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien ("Notice"); and
 - ii. Terminate the Subcontract with the Subcontractor if within three (3) days of receiving the Notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12. Certification Regarding Employing or Contracting with an Illegal Alien. If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. § 8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract/Addendum, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under the Contract.

13. Prohibition on Acceptance of Gifts. Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:
 - a. the aggregate value of things received from a single source does not exceed \$59/calendar year; or
 - b. the County employee/elected official gave the donor consideration of equal or greater value; or
 - c. an enumerated exception applies.

14. General Provisions.
 - a. Contractor Cooperation. Contractor shall cooperate and provide County all information requested by County for the purpose of submitting legally-required reports or forms to state or federal agencies including, without limitation, the Internal Revenue Service and the Colorado Department of Revenue.

 - b. Amendment. This Contract may be amended only by a written instrument signed by the parties to this Contract.

 - c. Successors and Assigns; Assignment by Contractor Prohibited. The rights and obligations of County under this Contract will inure to the benefit of and will be binding upon the successors and assigns of County. Contractor may not pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of County.

 - d. Severability. If a tribunal of competent jurisdiction determines that any provision of this Contract is void, illegal, or unenforceable, the other provisions will remain in full force and effect. Any provision determined to be void, illegal, or unenforceable will be limited so that this Contract will remain in effect to the fullest extent permissible by law.

 - e. Breach. Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

 - f. Termination of Prior Agreements. This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

 - g. Third Party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

- h. Notices. All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5th) day after it is sent.
- i. Counterparts. The parties may execute this Contract in any number of counterparts, each of which will be deemed an original.
- j. Statutory Requirements. This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:
- Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.
- k. Entire Agreement. All exhibits to this Contract and provisions set forth in County's Request for Proposal and Contractor's responses to County's Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represents the entire agreement between County and Contractor with respect to the transactions contemplated by this Contract and supersedes all previous negotiations, commitments, letters of intent and other writings.
- l. Priority of Provisions. In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:
- 1st: This Contract unless otherwise provided for in a subsequent agreement
 - 2nd: Request for Proposal (if applicable)
 - 3rd: Insurance Requirements
 - 4th: Exhibit A - Scope of Services and details of Contractor's Fees
 - 5th: Response to Request for Proposal (if applicable)
- m. Controlling Law and Jurisdiction. The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles.

Contractor

By: *Michael Barry*
Print Name: Michael Barry
Title: President

Federal ID #: 20-3747954

Notice Address:

Fax: _____

City of Salida

By: _____

ATTEST:

Notice Address:

Fax: _____

Board of Commissioners of Chaffee County

By: *Greg Felt*
Greg Felt, Chairman

ATTEST:
Juanita Rivera
Chaffee County Clerk/Recorder



Notice Address:
Attention: County Attorney
P.O. Box 699
Salida, Colorado 81201

Fax: 719.539.7442

Town of Buena Vista

By: _____

ATTEST:

Notice Address:

Fax: _____

Town of Poncha Springs

By: _____

ATTEST:

Notice Address:

Fax:

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate bylaws, the corporate seal must be affixed to the Contract by the Secretary of the corporation or other authorized keeper of the corporate seal.)

Exhibit A

Angel of Shavano Recycling will perform the following work for the countywide recycling program for Chaffee County.

Service Description

Angel of Shavano Recycling will provide a subsidized collection service of source separated recyclable materials at the current drop-sites throughout Chaffee County. See site plan below for drop-site locations.

Site Plan

The current drop-sites are used regularly and would require no new education for the public. Angel of Shavano Recycling will continue to operate at these locations unless the parties to the IGA deem otherwise. Any location changes, removals, or additions will be made in writing and agreed upon by Angel of Shavano Recycling and the respective party sponsoring the drop-site in question. Salida Hot Springs Aquatic Center or a site to be determined, Buena Vista Public Works, Chaffee County Landfill and Poncha Springs Industrial Park would remain at their current locations.

Materials to be collected at these sites:

- Cardboard/ paperboard (corrugated cardboard, cereal boxes, six pack holders, brown paper, soda boxes, and milk/juice box containers)
- Office paper and magazines/catalogs
- Newsprint and Packing paper
- Plastic single use bottles #1-#2
- Tin/ Aluminum cans (UBCs)
- Glass Bottles (brown, green, and clear)

Collection Plan

Angel of Shavano Recycling will:

1. Collect materials daily Monday through Thursday. If necessary other pickups can be arranged with the sponsoring site manager.
2. Provide contact information at each site for the site manager for unexpected overflow or questions concerning the recycling process.
3. Provide sufficient roll-off bins for each material collected.
4. Inform municipalities of trash to be removed from the drop-sites.
5. Drop-sites will be managed and maintained by either Chaffee County or individual municipality's employees including snow removal site maintenance. This will include the closing and opening of sites on a schedule that is agreed upon by Angel of Shavano Recycling and the responsible parties, and collection of trash or non-recyclable materials.

Processing Plan

Angel of Shavano Recycling will provide all necessary equipment for the program. Materials will be collected into roll-off bins at drop-sites. Angel of Shavano Recycling will haul the full bins to its facility in

Poncha Springs. Materials will be further sorted and baled at that facility, then sold at highest possible market value to end use facilities or further processing facilities.

Reports to Chaffee County and payments to Angel of Shavano Recycling

1. Angel of Shavano Recycling will provide to Chaffee County Landfill Committee quarterly reports due April 1, July 1, October 1 and December 20 in 2020 delineating the amount and types of recycled materials collected.
2. The parties to this agreement shall pay an annual amount for Drop- Site collection services to Angel of Shavano Recycling. The fee for CY 2020 will be \$110,000 beginning January 1, 2020 for the 1 year 2020 Chaffee County Services Contract. Payment will be made on or before March 1st 2020 or 4 quarterly payments beginning January 1 2020 at a sum of \$ 27,500.00 per month.

Additional Responsibilities

Angel of Shavano Recycling will:

1. Provide all necessary signage for description of materials to be collected in each bin.
2. Provide information to the municipalities about the recycling process for them to post on city websites.
3. Provide contact information on each bin for the public for any questions, comments, or concerns regarding the processing of recyclable materials collected. Angel of Shavano Recycling will not be responsible for answering questions about site operations and hours.
4. Meet with County and municipality personnel as reasonably requested by the County and/or the municipalities.
5. All recycled materials must be fully contained within the property boundaries of the drop-sites. Recyclables outside of drop-site boundaries will not be collected. If material is placed on ground next to a full bin Angel of Shavano Recycling will collect the overflow when picking up bins.
6. Notify municipalities of trash and other non-recyclables that need to be removed by municipality or county employees.
7. Should hazardous, electronics, or excessive trash and non-recyclable will the appropriate municipal/county representative of the illegal dumping and the expectation is that they will determine who the violator is and that the law enforcement agency or municipality will deal with the illegal dumping as per local ordinance etc. and be responsible for the removal of the illegally dumped items.

2020 Transition Year

The County and Municipalities to this agreement understand that next year (2021) will require the parties to further assess and evaluate further options for recyclables and to pursue other cost options for the recycling of:

- Cardboard/ paperboard (corrugated cardboard, cereal boxes, six pack holders, brown paper, soda boxes, and milk/juice box containers)
- Office paper and magazines/catalogs
- Newsprint and Packing paper

- Plastic single use bottles #1-#2
- Tin/ Aluminum cans (UBCs)
- Glass Bottles (brown, green, and clear)

The overall goal is to seek cost-effective alternatives to address the need for available recycling options for the community in a volatile commodity market. Representatives from each party will convene a meeting no later than January 20, 2020, to determine the future course of action and to ensure that options are viable for each entities' policy boards to consider by September 1, 2020. Additional meetings will be planned as the overall approach to address the need for a more stable and cost certain recycling program that meets to gals of the parties and community.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019:

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Recreation & Aquatic Center	PRESENTED BY: Mike 'Diesel' Post
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ITEM:

SmartRec management software contract for services

BACKGROUND:

The Department of Parks and Recreation is competing a Master Plan process and has undergone recent shifts in personal. Both of the have led to an evaluation of the departments management software and it functionality internally and externally. Over a 3 month vetting and analyst process, it was determined that the existing Management software (RecTrac) was insufficient for the Department's needs.

A team of 4 was organized to begin vetting other Recreation Management software options. Diesel, Sara Law, Laura Pintane and Ryan Wiegman began evaluating software through demonstrations, research and cost comparison. The team compared RecDesk, Amlie's SmartRec, RecTrac 3.0 and Tyler Parks and Rec. The result are attached in **Appendix A**.

FISCAL NOTE:

The 2020 budget includes \$13,000.00 for a Recreation Management software.

Amelia SmartRec Budget Summary:

Monthly fee: \$495/month = \$5940

.4% service fee predicted to = \$1627

.4% rental fee predicted to = \$47

Training fee = \$3000

Total = \$10614

STAFF RECOMMENDATION:

We recommend that The Department of Parks and Recreation enter into a contract with Amelia for their SmartRec software (**Appendix B**).

SUGGESTED MOTIONS:

A Council person should make a motion to authorize the City Administrator to enter into a contract to provide Recreational Software to the Department of Parks and Recreation for 2020.

Followed by a second and then roll call vote.

Features - please rate each function on a scale of 1 - 5 with 5 being the best and 1 being the worst. Please also include any personal notes you might have!

	Rec Desk	Notes	Amelia	Notes	Next Gen RecTrac	Notes	Tyler	Notes
Billing & Invoicing	5	Quote depends on amount of transactions the department brings in. Instead of amount of users. Annual billing		Two year contract with the ability to opt out after year one. Annual fee + credit card processing fees	4	Flat annual fee of approximately \$6,000 with upgrade fee of approximately \$7,000		Annual fee with a first year fee of approximately 18,000
Check-In / Check-Out	4	Ability to scan in with barcoded id card or key fob capabilities. Tracks check ins and check outs.	5	Digital and printed membership cards. Able to restrict some membership cards in real time and track memberships and check ins/outs	4	Ability to scan in with barcoded id card or search in global sales.		
Contract Management	0	n/a	5	promotions/discounts.	0	n/a	0	n/a
Employee Management	0	n/a	5	Able to create staff schedules, view schedules in Amelia app and assign "tags" to indicate certifications, skills and capabilities.	0	n/a	0	n/a
Program Management	4	Ability to have multiple fee types, take program attendance and contact participants. Pre survey but no post survey option	5	Can build schedules, book teachers and take bookings for programs 24/7. Has options to make waivers mandatory to fill out before taking the class.	3	Tracks program enrollments, manages rosters, wait lists and waivers. Can track class attendance and has enrollment conflict checking. Supports drop in		Online class registration and payment. Waitlist management system. Build contact lists of 2 volunteers and staff for classes.
Facility Management	5	Has Double book prevention features and recurring schedules. Able to create permitting templates and receive confirmation emails	5	Has double book prevention features, ability to color code different facilities, and link promo schedules to different facilities to make renting easier. All Amelia calendars communicate with each other		Has a feature called the "super grid" which provides a facility management reservation system. Prevents double booking, built in rain dates, and can track facility attendance.	2	Online facilities calendar with rental initiation. Administrator can review the rental and approve virtually. Does not seem to have double book prevention features but can block out dates on facilities.
League / Team Management	5	Has auto bracketing	3	Pairs with external software to do auto bracketing	3	Manage multiple pass options and can create a time of day usage/restriction by pass type. Built in loyalty program and can track facility capacity.	3	Can generate class lists, team rosters however, league management is on the administrator
Membership Management	6	Flexible fee structures, automated renewal of memberships and billing	5	Flexible membership options with one time payments, monthly and annual payments. Can create "exclusive" membership only content	3	Installment billing, annual billing	3	Membership types could include punch pass, annual or biannual memberships without preprinted membership cards.
Registration Management	5	Installment billing, annual billing	5	Installment billing, annual billing	4	Installment billing, annual billing		Installment billing, annual billing
Rental Management	0	No item rentals	4	Yes. Also consider that there is an additional fee for rental purchases	4	Rental management and can check out quick rental items like towels, balls etc.	0	n/a
Support	3	One designated support system per contract.	5	Not 24/7 support but provides support during weekday and most of the weekend. Also, helpful online support articles.	1	Not 24/7 support but provides support during weekday and most of the weekend. Currently use their support system and they are nearly impossible to get on the phone and do not reply promptly to emails.		Online support. (Not sure if it is 24/7) POS integration with Tyler (cashiering (potentially additional fee) but unable to register participants in programs from the interface. They would have to download a separate Tyler Parks and Rec application.
POS	5	Built in POS with good search function capability	5	Online store and built in POS. Order management software and has a bundling and suggested merchandise option (which can include a fundraising feature)	4	Built in POS with option to do cash drawers, touch screens and barcode scanners	2	
Training	5	1 hour to 1.5 hours	5	Offered a choice of training types. The preferred training model was a virtual one which would last between 1-3 months.		Virtual training model.		
Web user experience	4	Not visually appealing	5	Designed for Mobile and Web. Search Engine optimization	2	Not visually appealing and challenging to use	2	Not visually appealing and difficult to navigate.
Mobile User Experience	3	Harder to use	5	Designed for Mobile and Web	0	Updated to handle mobile but not intuitive.	4	Tyler Parks and Recreation App
Customer Communication	4	Doesn't update email lists if people are added after the list is made. Able to categorize customers by classes took etc	5	Able to filter all the participants and send individualized emails by category. Similar to Mailchimp. Also able to see all communications from the administrator to the individual customers.	2	Marketing/contact program, based on customer transactions. Ability to email or text customers. No ability to categorize customers	2	Can build customer contact lists and send out weather updates, class cancellation notifications. Does not have a filtering capability like Rec Desk and Amelia.
Form Creation and attachments	5	Flex forms seem very useful, create one form and use it across many classes or activities.	5	Customizable Registration forms, waivers and other permissions. Able to export the information collected through online forms.	0	n/a	1	No individualized form creation. Customer has the ability to download document and forms but no mention of how to turn in the documentation.
Pricing		4800		10250		15000		27000
Availability (Download vs browser vs app, etc)		Cloud based		Cloud based		Server based system		Tyler could set up and configure computers for us or they could host the software for us for an additional charge.
Misc.				Only company providing cost recovery software		Current management system and it has been challenging to use for both administrators and customers.		Would integrate with Tyler financial management
Overall Review Rating (average)		3.6		4.8		2.3		1.7

AMILIA SOFTWARE AGREEMENT



Prepared for:
City of Salida



Agreement

This agreement is between the following parties:

City of Salida	Amilia
Mike Post, Executive Director	William Owens, Sales Executive & Product Ninja
410 W. Hwy 50	1751, Richardson, suite 3.105
Salida, Colorado, 81201	Montreal, Quebec, H3K 1G6
United States	Canada

THE PARTIES AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

A. Duration of Agreement

- 24 months, starting in December 2020

This agreement auto-renews for successive 12-month periods following a 60-day written notice from Amilia. Amilia grants Salida the right to terminate this agreement after the first 12 months by providing written notice no later than 60 days before the 12 month mark. Except the prior reference, this agreement cannot be terminated for any reasons other than those defined in section 3 of the Service Agreement. Both parties also agree that Amilia will be the exclusive provider of software for the Client registration during the term of this Agreement.

B. Amilia Fees (in USD)

- Year 1:
 - \$495 monthly subscription fee + 0.4% service fee
 - For Rental Contracts associated with facilities, 0.4% service fee with a maximum of \$10/Rental Contract.
- Year 2:
 - \$495 monthly subscription fee + 1% service fee
 - For Rental Contracts associated with facilities, 1.0% service fee with a maximum of \$10/Rental Contract.

C. Payment Processing Costs via CardConnect

- Credit cards: 2.5% + \$0.30 per transaction
- eCheck (ACH): 1.0% + \$0.50 per transaction

Additional fees passed through directly from credit card companies may be applied. Examples include, but are not limited to, credit card chargebacks, reversals and retrievals, and returns on e-checks due to insufficient funds.

D. Professional Services

- \$3000* for:
 - Business Assessment
 - Training
 - Implementation
- Additional Professional Services and Training are available *for a fee*

**Professional services will not be billed upon completion or after January 1st 2020.*

E. Customer Success

- **Post Implementation Service Level Agreement (SLA)**
 - Full access to our Customer Care team via:
 - In-app chat and phone support during business hours (Mon-Fri, 8:00AM to 8:00PM EST; Sat, 10:00AM to 6:00PM EST)
 - 24/7 support ticket access(Regular case resolution time by priority: 8 to 16 business hours)
 - Unlimited access to resources: knowledge base articles, how-to videos, webinars, plus, share your ideas directly with our product team on our online community! etc.

Legal Conditions

Client Service Agreement

You agree to the conditions specified in attached **Appendix A- USA English Service Agreement v20190516.pdf**

I recognize having signed and received a copy of the present agreement:

Signature

Presented to:

City of Salida

Accepted by:

Print Name

Signed Name

Title

Date

Signature

Presented to:

City of Salida

November 22, 2019, 4:07:33 PM

Accepted by:

Printed Name

Signed Name

Title

Date



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Michael Varnum/Sonia Walter
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ITEM:

Approval of contract with Municode for City of Salida website design.

BACKGROUND:

On August 20, 2019, the city of Salida entered into a contract with Slate Communications for a thorough review and overhaul of the City's communications, including the existing website. Through Slates discovery process, it was determined the City's existing website is sorely outdated, difficult for citizens and staff to negotiate and filled with many broken links. The current website is also not compatible with mobile devices.

Staff reviewed companies that specialize in municipal website development and decided that Municode fit the needs of the City and staff. Municode is currently providing web services to the city of Salida to codify all the City's ordinances as part of the existing website.

This item has been included in discussions about the budget and was approved by Council at the last regular meeting.

STAFF RECOMMENDATION:

It is recommended that Council approve the contract with Municode to develop a new website for the City of Salida.

SUGGESTED MOTION:

A Councilperson should make a motion to "combine and approve the items on the consent agenda", followed by a second and a voice vote.



Website Redesign, Hosting, and Support

Quote for Salida, Colorado



Bob Geiger

PO Box 2235 Tallahassee, FL 32316
850-692-7132 bgeiger@municode.com

LETTER OF INTEREST

12/13/19

Dear Website Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

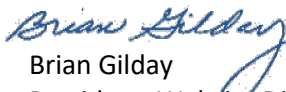
Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday
President, Website Division

CONTENTS

Letter of Interest	2
Contents	3
Company Profile	4
References and Design Examples	6
Website Content Management System (CMS) Features	9
Meeting and Agenda Management (Optional)	10
Munidocs Document Archival (Optional)	11
Policies and Procedures Management (Optional)	12
Project Timeline and Approach	13
Hosting, Maintenance, and Customer Support	16
Project Costs	18
Payment Schedule	20
Services Agreement	21

COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.



Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

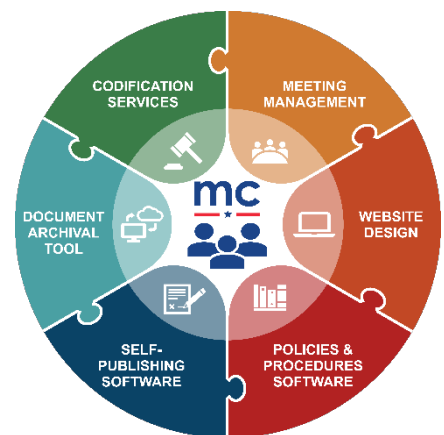


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Project Team

We have a highly-skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



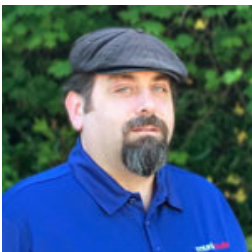
Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



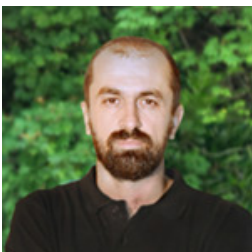
Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



Drago - Graphic Design

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Standard Designs

Our standard designs come as part of our base price and are a great option for those who want a professional, mobile friendly design without the added expense of custom graphic design work. You choose from one of our standard layouts and still get to customize the color palette and background photos.

Palmer Lake Colorado

<https://www.townofpalmerlake.com/>

Population: 2,540

Cathy Green-Sinnard, Town Administrator
719-481-2953
cathy@palmer-lake.org



Bowling Green Virginia

<https://www.townofbowlinggreen.com/>

Population: 1,111

Melissa Lewis, Clerk/Treasurer
804-633-6212
towntreasurer@townofbowlinggreen.com

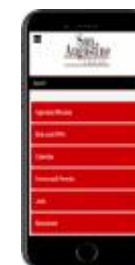


San Augustine Texas

<https://www.cityofsanaugustinetx.gov>

Population: 2,108

John Camp, City Manager
936-275-2121
John.Camp@cosatx.com

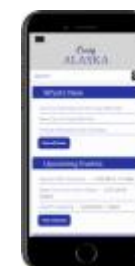


Craig Alaska

<http://www.craigak.com>

Population: 1,201

Brian Templin, Planner
(907) 826-3275
planner@craigak.com



Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Delta Colorado

<https://cityofdelta.net>

Population: 8,915

Wilma Erven, Director of Culture & History

970-874-1718

wilma@cityofdelta.net



Fruita Colorado

<https://www.fruita.org/>

Population: 12,646

Odette Brach, HR Director

970-858-8373

obrach@fruita.org



North Ogden Utah

<http://www.northogdencity.com>

Population: 17,357

Annette Spendlove, City Recorder

(801) 782-7211 x830

aspend@nogden.org



Ketchum Idaho

<https://ketchumidaho.org>

Population: 2,689

Jake Losinski, Senior Management

Analyst

(208) 727-5081

jlosinski@ketchumidaho.org

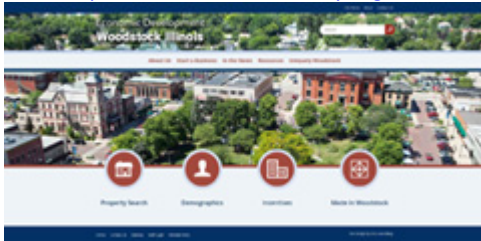


Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com
<https://www.fluvannacounty.org/ced>



Parks & Recreation

www.cprdnewberg.org
www.cityofvancouver.us/parksrec



Festivals

www.wintermusicfestival.org



Libraries

www.woodstockpubliclibrary.org



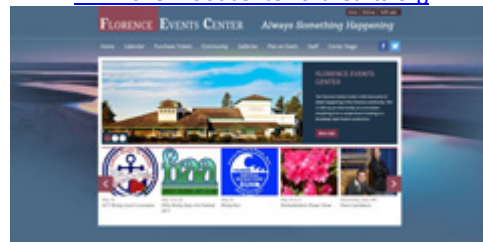
Police and Fire

www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff



Event Centers / Cultural Centers

www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforthearts.org



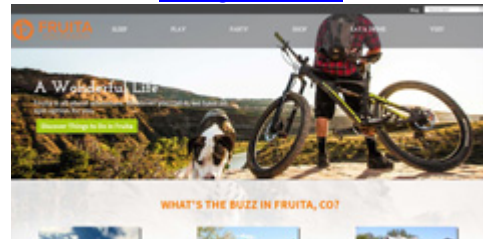
Golf Courses

www.meadowlakesgc.com



Tourism

www.gofruita.com



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⊙ Responsive Mobile Friendly Design
- ⊙ Simple Page Editor
- ⊙ Best-in-Class Search Engine
- ⊙ Social Media Integration
- ⊙ Web Page Categories - create a page once, have it show up in multiple places
- ⊙ Department Micro-sites (sites-within-a-site)
- ⊙ Rotating Banners and Headline Articles
- ⊙ Online Job Postings
- ⊙ Online Bid/RFP Postings
- ⊙ Photo Album Slideshows
- ⊙ Google Maps Integration
- ⊙ Resource/Document Center
- ⊙ Image auto-scaling and resizing
- ⊙ Site Metrics (Google Analytics)
- ⊙ Scheduled Publish On/Off Dates
- ⊙ Unlimited User logins
- ⊙ Unlimited Content
- ⊙ Word-like WYSIWYG Editor
- ⊙ Private Pages – staff view only
- ⊙ Unlimited Online Fillable Forms
- ⊙ Emergency Alerts
- ⊙ Meeting Agendas/Minutes/Videos
- ⊙ Event Calendar
- ⊙ Page Versioning / Audit Trail
- ⊙ Latest News / Press Releases
- ⊙ Anti-spam controls
- ⊙ Email Harvesting Protection
- ⊙ Broken Link Finder
- ⊙ Dynamic Sitemap
- ⊙ Support for Windows, Mac, Linux
- ⊙ Video integration (YouTube, Vimeo, etc.)
- ⊙ Client owns rights to all data
- ⊙ Organization/Staff Directory
- ⊙ Frequently Asked Questions (FAQs)
- ⊙ Ordinances and Resolutions
- ⊙ Share This Button (Facebook/Twitter)
- ⊙ Secure Pages / SSL
- ⊙ Printer Friendly Pages
- ⊙ RSS Feeds Inbound/Outbound
- ⊙ Email Subscriptions / Notifications

Optional Features/Services

- ⊙ Projects Directory
- ⊙ Parks and Trails Directory
- ⊙ Property Directory (Commercial/Industrial)
- ⊙ Business Directory
- ⊙ Facility Reservations
- ⊙ Specialty Sub-site Graphic Designs
- ⊙ Custom Feature Development

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⊙ Unlimited Meetings and Agenda Templates
- ⊙ Unlimited Meeting Agenda Templates
- ⊙ Unlimited Users
- ⊙ Create Meetings
- ⊙ Submit/Add Agenda Items
- ⊙ Attach agenda item files
- ⊙ Create Agendas
- ⊙ Create Agenda Packets
- ⊙ Create Meeting Minutes
- ⊙ Approve Items with Approval Workflow
- ⊙ Auto Publishing Agenda, Agenda Packet, Minutes to the web
- ⊙ Self-service YouTube video time stamping
- ⊙ Integration with Swagit Video (coming soon)
- ⊙ Voting/Roll Call
- ⊙ Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

MUNIDOCs DOCUMENT ARCHIVAL (OPTIONAL)

Municode Web includes a standard feature document archival directories for presentations, forms, permits, applications, agendas, agenda packets, meetings minutes and more. Many organizations seek the additional features of a document archival solution such as easy upload, organization, filing and OCR (Optical Character Recognition) for a wide variety of .rtf, .doc, .docx, and original .pdf documents and to make those documents browsable and searchable. Municode’s MuniDocs system provides these features.

Standard Features

- ⦿ Easy to Use Document Archival Dashboard
- ⦿ Easy to Upload Documents
- ⦿ Easy Search and Browsing within the Archival System.
- ⦿ Easy Filing and Organizing of Documents
- ⦿ Automated Optical Character Recognition
- ⦿ Search Integration of Specific Folders with in a Municode municipal Website

Annual Subscription Document Archival Options

- ⦿ 0 GB to 25 GB data, Annually \$350 per year
- ⦿ 25+ GB to 50 GB data, Annually \$600 per year
- ⦿ 50+ GB to 75 GB data, Annually \$850 per year
- ⦿ 75+ GB to 100 GB data, Annually \$1200 per year

Two 30-minute training sessions are included. Additional training sessions are available at \$100 per hour.

POLICIES AND PROCEDURES MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post policy and procedure documents. Many organizations seek the additional features of a policy and procedures management solution, such as approval workflow, automated PDF generation, and historical tracking. Examples of policy and procedure manuals include fire codes, general plans, financial reports, and proclamations. Municode's Self-Publishing Software facilitates these needs.

Key Project Deliverable

- ★ SOFTWARE LICENSE – Annually, includes up to five (5) authorized users
- ★ CONVERSION – Convert your current Word/Folio manuals to our software database for in-house publication, updates and maintenance
- ★ WORKFLOW – Provides organized, systematic execution of updates, corrections, new clauses, new codes, etc.
- ★ ONLINE BOOK HOSTING – Published in HTML format
- ★ SERVICE LEVEL - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⊙ Policy/Amendment drafting tool
- ⊙ Automated code, policy and publication updates
- ⊙ Automated approval and signature workflow
- ⊙ Automated PDF generation for backup/printing
- ⊙ Historical tracking tool
- ⊙ Online training and customer service

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

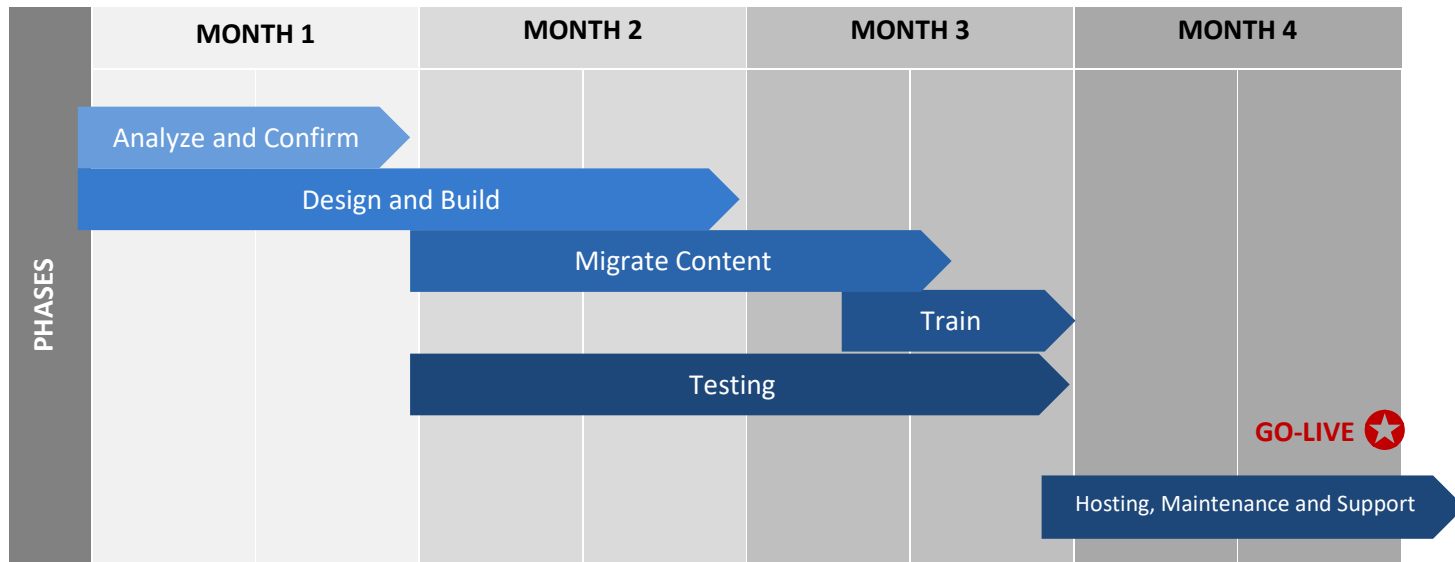
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- ① Summary assessment sheet
- ① Organization Survey
- ① Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- ① Design concepts
- ① Finalized design (Photoshop PSD)
- ① Functional beta website with approved design
- ① Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticator if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Website

Design, Development, and Implementation Phase

\$9,500

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **custom** design
- Content migration; up to 250 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support

\$2,000/year - (Waived for 2020 if signed in 2019)

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

\$600 / year - (Email subscriptions)

Meetings and Agenda Management (Municode Meetings)

\$3,800 / year

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Total Year 1 Costs

\$15,900

Select Additional Website Options

- | | |
|---|--|
| <input type="checkbox"/> Projects Directory | \$200 per year |
| <input type="checkbox"/> Parks and Trails Directory | \$200 per year |
| <input type="checkbox"/> Property Listings (Commercial/Industrial) | \$200 per year |
| <input type="checkbox"/> Facility Reservations | \$1500 setup + \$900 per year |
| <input type="checkbox"/> Business Directory | \$750 setup + \$600 per year |
| <input type="checkbox"/> Specialty sub-site graphic designs | \$3500 + \$600 per year (per design) |
| <input type="checkbox"/> Site graphic redesign every 4th year | \$600 per year (per design) |
| <input type="checkbox"/> Additional on-site visits (training, consultation, etc.) | \$1500 day 1, \$1000 per day (days 2+) |
| <input type="checkbox"/> Custom Feature Development | \$150 per hour or fixed bid quote |
| <input type="checkbox"/> Policies and Procedures Management | ask for quote |

Munidocs Document Archival Tool (OPTIONAL)

Annual Subscription, Document Archival Options

- | | |
|--|-----------------|
| <input type="checkbox"/> 0 GB to 25 GB data, annually | \$ 350 / year |
| <input type="checkbox"/> 25+ GB to 50 GB data, annually | \$ 600 / year |
| <input type="checkbox"/> 50+ GB to 75 GB data, annually | \$ 850 / year |
| <input type="checkbox"/> 75+ GB to 100 GB data, annually | \$ 1,200 / year |

Two 30-minute training sessions are included. Additional training sessions are available at \$100 per hour.

PAYMENT SCHEDULE

Standard Payment Schedule

Year 1

Sign contract	50% of one-time Website Costs (\$4,750) 50% of Meetings Management (\$1,900)
Implement design and features	50% of one-time Website costs (\$4,750)
Conduct training (site moved to production / annual support begins)	Website - Annual hosting and support (\$2,000 -Waived for 2020 if Signed in 2019) Website – Email Subscriptions Annual Fee (\$600) 50% of Meetings Management (\$1,900)

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Salida, Colorado ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Colorado without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: *Brian Gilday*

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO. Consent Agenda	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Sonia Walter
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ITEM:

Approval of contract with LodgingRevs for software to facilitate compliance checking on short-term rentals.

BACKGROUND:

Council has expressed concern that there is not sufficient oversight of licensed and unlicensed short-term rentals. Due to the increasing number of listing agencies and the difficulties associated with searching through them for non-compliant rentals, staff reviewed LodgingRevs for their compliance software. Chaffee County also uses this software, which allows the City to use the information gathered during their discovery process, which significantly decreases the cost. Contracting with another company is unfeasible, as LodgingRevs has already collected all the information regarding short-term rentals in incorporated and unincorporated Chaffee County.

This item was included in discussions about the budget at the October 14, 2019 work session.

STAFF RECOMMENDATION:

It is recommended that Council approve the contract with LodgingRevs to facilitate compliance checking for unlicensed short-term rentals.

SUGGESTED MOTION:

A councilperson should make a motion to “combine and approve the items on the consent agenda”, followed by a second and a voice vote.



Master Subscription Service Agreement

This Master Subscription Service Agreement (“**Agreement**”) is entered between MUNIREvs, Inc., a Colorado Corporation (**MR**), and City of Salida, a political subdivision of the State of Colorado (“**Customer**”) for the MUNIREvs Vacation Rental Auditing Module, LODGINGREvs.

- 1) **SERVICE MODULES.** All Service of MR, including but not limited to consulting, shall be governed by and subject to the terms and conditions of this Agreement, whether or not provided pursuant to one or more orders of Customer.
 - i. **VACATION RENTAL AUDITING MODULE.** This Agreement provides Customer access to a proprietary vacation rental audit module which integrates to the MUNIREvs online revenue collection system (“LODGINGREvs”). The vacation rental auditing service is to be provided by MR through a unique URL within a hosted server environment under the terms and conditions of this Agreement (the “**Service**”).
- 2) **USE OF SERVICE.**
 - a). **Vacation Rental Listing Integration.** LODGINGREvs locates vacation rental listings on 31+ sites, via the combined data processing that we provide from Airbnb.com, Craigslist, Flipkey, Invited Home, Luxury Retreats, Mountain Ski Trips, One Fine Stay, Tripz and VRBO / Homeaway. Note that some of these sites are aggregator sites that pull listings from other platforms, and by that mechanism we are pulling data from the 31+ sites. Our team continues to monitor new listing platforms and adds data processing capability as new platforms emerge that may have new, unique listings that are not also listed on the other platforms we already process.

Through our automated jobs and our property review team, we review each listing and perform the following:

- 1) review and update the compliance status;
- 2) for non-compliant listings, create the Notifications via our Notification Module. The Customer can have an unlimited number of notifications for the various states of compliance.
- 3) The Notifications module automatically emails any notifications that have an email address available (via the MUNIREvs system or other data on the account). Customer staff will print and mail, via a single PDF document, any notifications that either do not have an email address or the Customer would like to deliver via official mail. Customer staff can review all notifications, email delivery and email opens on every property.
- 4) LODGINGREvs integrates to the MUNIREvs system as follows:
 - a) When a new non-compliant property is discovered, an account (if necessary) and the required workflows for compliance are generated in the permitting system. For example, if a new listing is discovered, an account in MUNIREvs is created by our team and we assign the workflows for permitting.
 - b) In the MUNIREvs system, Customer users can link to the actual

advertisements for advertising rentals.

5) **LODGINGrevs** includes a dashboard that assists the Customer in monitoring our compliance efforts, the Customer's compliance rates, and the ability to see the details and our teams notes and audit efforts for every advertisement and property.

- b). **Customer Revenue Disbursements.** Any business revenues (including without limitation, permits) paid through Service will be deposited directly to Customer's bank account. Customer agrees to set up a separate bank account expressly for collection of MR system deposits and to pay all merchant account fees for Customer's accounts by merchant service, ACH providers and payment gateway (USA Epay/ Vericheck).
 - c). **MR Support and Responsibilities.** As with the MUNIRevs system, notifications from the LODGINGRevs portal can include MUNIRevs support contact and our support and property review team will provide customer support for the Services as further detailed in **Exhibit A** which terms are incorporated into this Agreement for all purposes.
 - d). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data (defined below), (ii) must use reasonable efforts to prevent unauthorized access to the Service, and notify CONTRACTOR promptly of any such unauthorized access, and (iii) may use the Service only in accordance with applicable law.
 - e). **Customer Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service, (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Service, or (iv) attempt to gain unauthorized access to the Service or their related systems or networks.
 - f). **Third Party Contractor Use.** Customer may allow its third party contractors to use the Service solely on behalf of and for the benefit of Customer and only in compliance with the terms and conditions of this Agreement. Customer is responsible for compliance with the terms of this Agreement by its third party contractors.
- 3) **PAYMENT TERMS.** Payment for all MR fees shall be as specified in **Exhibit A** which is incorporated herein and made a part of this Agreement. Unless otherwise provided in Exhibit A, all MR invoices shall be due and payable within 30 days of the date of the invoice. Customer must provide proof of its exemption from sales tax (if applicable), otherwise the Customer is responsible for all sales, use and similar taxes. Interest shall accrue at the rate of one percent (1%) per month, from the date of the invoice, on any payments not received when due.
- 4) **MUTUAL CONFIDENTIALITY.**
- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential ("**Confidential Information**"). MR's Confidential Information includes without limitation the Service, Licensed

Documentation (defined in section 6.d. below), and Customer's Confidential Information, which includes without limitation, the Customer Data.

- b). **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the Service under this Agreement. The Recipient must make all commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and third party contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

 - c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information of the Discloser. The Recipient may disclose Confidential Information to the extent required by law, including a Colorado Open Records request. The parties acknowledge that a Colorado Open Records Request may seek information about MR's proprietary computer software programs and that computer software is not included in the definition of "Public Records" pursuant to C.R.S. 24-72-202(7) as computer software is specifically excluded from the definition of "Writings"; thus, making requests related to the computer software exempt from an Colorado Open Records Request.

 - d). If MR's data system crashes or otherwise becomes disabled, MR shall use good faith and reasonable efforts to immediately recover the system and all Customer Data and shall be fully responsible for all costs incurred in the recovery of such data, with no additional costs to be borne by the Customer.
- 5) **PROPRIETARY RIGHTS.**
- a). **Reservation of Rights by MR.** The software, workflow processes, user interface, designs, know-how and other technologies provided by MR as part of the Service are the sole property of MR, and all right, title and interest in and to such items, including all associated intellectual property rights, are and shall remain only with MR. MR reserves all rights not expressly granted in this Agreement.
 - b). **Customer Restrictions.** Customer *may not*:
 - i. Use the Service or the Licensed Documentation beyond its internal operations;
 - ii. Reverse engineer the Service, the Licensed Documentation, the software or any other technology or Confidential Information associated therewith;
 - iii. Remove or modify any proprietary marking or restrictive legends in the Service and Licensed Documentation; or

iv. Access the Service or the Licensed Documentation to build a competitive product or service; or copy or derive any feature, function or graphic of the Service for competitive purposes.

c). **Customer Data.** All data uploaded by Customer or a user of the Service (“**Customer Data**”) shall remain the sole property of Customer or that user (as applicable), as between MR and Customer, subject to the other terms of this Agreement. Customer grants MR a non-exclusive term license to use the Customer Data for purposes of MR performing the Service under this Agreement. During the Term (as defined in section 9.a.), Customer may export all of the Customer Data from the Service.

d). **Licensed Documentation.** Any Service user guides, sample data, marketing, training and other items provided through the Service or by MR, are licensed to Customer as follows: MR grants Customer a non-exclusive, license for the duration of the Service to such items for Customer’s internal use solely with the Service, with the right to make additional copies of the material for the duration and purpose of the Service (“**Licensed Documentation**”).

6) **EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND OTHER THAN FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE).

7) **EFFECTIVE DATE, TERM, TERMINATION, RETURN OF DATA AND SUSPENSION OF SERVICE.**

This Agreement shall be effective upon execution by both parties. The term of this Agreement shall be for the period of time set forth in Exhibit A (“**Term**”).

a). Upon termination by right by Customer for any reason or no reason, Customer shall pay any unpaid fees through the date of termination, and shall return or destroy all MR property. Customer upon request will confirm that it has complied with these requirements.

b). Within 30-days after termination of this Agreement, MR shall export to Customer all Customer Data from within the Service only in CSV format. MR does not ensure the availability of all of Customer Data for export after such 30-day period and MR shall have no obligation to store the Customer Data and may destroy such data without further notice to Customer.

c). **Annual Appropriation.** This Agreement is subject to annual appropriations by the Customer Council (the “**Council**”).

d). **Termination for Material Breach.** Notwithstanding the provisions of subparagraph a) of this section, if either party is in material breach of any term of this Agreement, the

other party may terminate this Agreement effective at the end of a written 30-day notice/cure period, if the breach has not been cured.

8) **COOPERATION.** The parties shall reasonably cooperate to ensure timely and accurate delivery of Service. Specifically, Customer agrees to provide complete and accurate information to MR when and as requested. MR shall not be responsible or liable for delays resulting from Customer's failure to provide timely or accurate information. Payment of MR's fees set forth in **Exhibit A** shall not be reduced, delayed or modified as a result of Customer's failure to provide timely or accurate information.

9) **MISCELLANEOUS.**

a). **Governing Law.** This Agreement is governed by the law of the State of Colorado without regard to conflicts of law principles. Venue and jurisdiction is proper in the state courts sitting in Chaffee County, Colorado.

b). **Attorney Fees and Costs.** The prevailing party in any litigation or other legal proceeding shall recover its reasonable attorneys' fees and costs from the other party.

c). **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

d). **Entire Agreement and Changes.** This Agreement and **Exhibit A** constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless in a written instrument signed by both parties.

e). **No Assignment.** Neither party may assign or transfer this Agreement to a third party.

g). **Enforceability.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

h). **No Additional Terms.** MR rejects additional or conflicting terms of any Customer form-purchasing document.

i). **Order of Precedence.** If there is an inconsistency between this Agreement and **Exhibit A**, **Exhibit A** prevails.

j). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive.

k). **Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

l). **Notices.** Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 72 hours after deposit in the United States mail, postage fully prepaid, addressed to the recipient address as set forth below their signature or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

m). **Counterparts Facsimiles; E-Mail.** This Agreement may be signed in any number of

counterparts, which together shall constitute one and the same instrument. Original signatures of the parties hereto on copies of this Agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for all purposes hereunder, and such copies shall be binding on all parties hereto.

- n) **Independent Contractor**. It is understood that MR is an independent professional contractor and that MR will not in any event be construed as or hold themselves to be employees of Customer. It is also agreed that MR, as an independent contractor, is not restricted to working exclusively for Customer during the Term of the Agreement. MR and any persons employed by MR for the performance of the Service hereunder shall be independent contractors and not agents of the Customer. As an independent contractor, MR is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits.. MR is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

- o) **Sharing Data**. MR understands that the information from the Customer is strictly protected under Colorado Law as confidential data. If MR shares any data from its services employed under this Agreement such data shall only be in the aggregate form and shall **not** identify, in any way, a specific business along with confidential data of such specific business.

- p) **Insurance**. MR shall procure and maintain, and shall cause any subcontractor of the MR to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Customer. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the MR. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - 1) Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of Services under this Agreement, and Employers' Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

 - 2) Commercial General Liability insurance with minimum single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

 - 3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of MR's owned, hired, and non-owned vehicles assigned to or used in

performance of the Services. The policy shall contain a severability of interest provision. If the MR has no owned automobiles, the requirements of this paragraph 3) shall be met by each employee of MR providing Services to the Customer under this Agreement.

The policies referenced above, with the exception of Worker's Compensation, shall be endorsed to include Customer and Customer's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by Customer, its officers, or its employees, or carried by or provided through any insurance pool of Customer, shall be excess and not contributory insurance to that provided by MR. MR shall be solely responsible for any deductible losses under any policy required above.

MR shall procure insurance via the MRs online payment system Master Subscription Service Agreement and no additional coverage is required for this additional product contract.

This Section Intentionally Left Blank. Please See Next Page for Exhibit A, followed by the Signature Page.

Exhibit A

MUNIREvs Hosting Support Order Form and Terms Vacation Rental Audit Module and Online Revenue Collection Service

Renewals of this Support Order: This annual Application Hosting Order (“**Support Order**”) renews annually, automatically on the contract anniversary of each year unless either Customer or MR provides the other with written notice of non-renewal at least 120 days prior to termination of the Agreement.

Terms: This Support Order is governed by the terms of the Master Subscription Services Agreement (“**Agreement**”) between the parties, which terms are fully incorporated into this Support Order for all purposes. If there is a conflict between the terms of this **Exhibit A** and the Agreement, this **Exhibit A** governs. This **Exhibit A** and the Agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. MR expressly rejects any additional or differing terms of Customer not agreed to in a written instrument signed by MR and Customer.

Due Dates: MR’s monthly fees for LODGINGRevs are billed at the beginning of each month and can be added to the Customer’s current monthly ACH payment to MUNIREvs, Inc.

Support Terms:

Support Hours: 8 am to 5 pm, MST (Monday – Friday), excluding Federal Holidays
Support Phone: 888-751-1911
Support E-mail: support@munirevs.com

Included Components

- Phone & E-mail support to property owners from compliance notifications.
- Hosted server, including daily & weekly back up
 - Maximum data loss of 24 hours
- Unlimited logins by Customer and Customer’s Business Owners

Excluded Services. The following shall not be provided unless otherwise agreed:

- Revenue Auditing Reporting & Services for Under Reporting

From the initial implementation through any future month, our automated compliance and permitting system services includes the following:

1. Ongoing monitoring of property listings, following this process:
 - a. **Identify:** Initial load of property advertisements from major rental sites into MRs system (i.e. vrbo.com, flipkey.com, airbnb.com).
 - b. **Reconcile:** Reconciliation of property advertisements with existing business records to isolate noncompliant listings.
 - c. **Notify:** Generation of noncompliant property registration letters. Letters include MRs registration instructions and MRs support contact information **so our team can start helping them right away!**
2. **Unlimited** email & phone **support** for all businesses.
3. **Unlimited** user logins for jurisdiction users
4. **Unlimited** phone & email support to business and administrative users
5. Software hosting & permit fees for compliance module
6. Server & IT Infrastructure, including 365x7x24 maintenance and support
7. **Daily data backup**, managed by our expert IT team
8. Enhancements released to all similar MRs versions

LODGINGRevs Pricing Schedule

Item	Cost
Short Term Vacation Rental Detection, Monitoring, and Compliance System	\$500 / One time (Implementation)
Initial Census, including reconciliation, by our team of experts, to each registration and initial registration compliance notices (Includes training of City staff on utilizing the platform and accessing reports).	Included
Vacation Rental Census Monitoring & Discovery, and Ongoing Compliance Database (Includes reconciliation by our team of experts).	\$585 / Month
Non-Compliant Evidence Capture	Included
Listing Tracker – Evidence Capture Every 10 Minutes on Non-Compliant Properties	Included
Notifications Module – Unlimited Notification Templates, Targeted & Customized Notices by Compliance Status	Included
Solution Total:	\$585 / Month
First Year Total: Including One-Time Implementation (\$500) = \$7,520	(Annual Ongoing \$7,020)

The above ongoing fees for per property pricing will be locked in for the two year contract. 90 days before the renewal for years three and four, the number of properties will be reviewed with the City to determine if there is any necessary price change for years two and three of a contract extension. *Payment Processing: Jurisdiction contracts directly with gateway and payment processor and fees are approximately ~\$.40 per e-check plus statement & gateway fees of \$20 / month. Credit Card fees are also competitive rates, and we can implement a credit card convenience fee if desired that is automatically collected to offset these fees.

Customer

By: _____

Name

Title

Date

MUNIREvs, Inc

By: _____

Name

Title

Date

27696 Highway 145
Dolores, CO 81323



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019:

AGENDA ITEM NO. 4.a.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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ITEM:

Ordinance No. 2019-18 Amending Chapter 16 of the Salida Municipal Code regarding accessory buildings and accessory dwelling units.

REQUEST / BACKGROUND:

City Council has identified the creation of affordable/attainable housing as one of its top priorities. Accessory dwelling units (ADUs) have been identified as one type of potentially affordable/attainable rental housing that individual property owners, themselves, may be able to contribute to the housing mix. In May of this year, City Council directed staff to look at opportunities for promoting the construction of ADUs. Staff then initiated discussions with Planning Commission regarding ways to facilitate additional accessory dwelling units via the land use code, while still protecting the character of Salida neighborhoods. Numerous opportunities and challenges were discussed over the period of five work sessions and spanned such matters as density and parking requirements, size limitations, maximum occupancy, and minimum setbacks, among others. Accessory buildings, not just dwelling *units*, were eventually added to the discussion, since their physical parameters play a significant role in the impacts on neighborhoods.

Ultimately, Planning Commission found consensus in recommending the following code changes:

- Establish a definition for accessory dwelling units
- Remove ADUs from maximum density calculations via definition (while maintaining the existing one-ADU-per-lot limit)
- Increase the maximum allowable conditioned living space (from the current 700sf) to 1000sf for detached buildings no more than 15-feet high, or a maximum of 800sf for buildings more than 15-feet high, thereby creating an added incentive for single-story ADUs. Attached or internal ADUs would see similar increases, with some exceptions.
- Require alley access parking for detached ADUs wherever possible, with limited exceptions
- Remove the maximum of 2 people per ADU limit, deferring to Fire Code for maximum occupancy, and clarify that only long-term rental of ADUs is permitted
- Establish new side lot line setbacks for all accessory buildings (inc. ADUs) that are based on the height of the building at various points

The attached Ordinance No. 2019-18 demonstrates the proposed amendments to Chapter 16 which reflect the recommendations above.

PLANNING COMMISSION RECOMMENDATION

On November 25th, 2019, Planning Commission reviewed the proposed Chapter 16 amendments and officially recommended approval of Ordinance No. 2019-18 with changes that have been incorporated herein.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019:

AGENDA ITEM NO. 4.a.	ORIGINATING DEPARTMENT: Community Development	PRESENTED BY: Bill Almquist
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RECOMMENDED MOTION:

A Council person should make the motion to "Approve Ordinance No. 2019-18 upon second reading," followed by a second.

Attachments:

Ordinance No. 2019-18

Mountain Mail Advertisement re: 11/25 PC Hearing (two runs- 11/18 and 11/25)

Proof of Publication

CITY OF SALIDA, COLORADO
ORDINANCE NO. 18
(Series of 2019)

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF SALIDA,
COLORADO AMENDING CHAPTER 16 OF THE SALIDA MUNICIPAL CODE
REGARDING ACCESSORY BUILDINGS AND ACCESSORY DWELLING UNITS**

WHEREAS, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to C.R.S. § 31-15-401, the City by and through its City Council (“Council”), possesses the authority to adopt laws and ordinances within its police power in furtherance of the public health, safety and welfare; and

WHEREAS, pursuant to C.R.S. § 31-23-301 the Council also possesses the authority to adopt and enforce zoning regulations; and

WHEREAS, pursuant to this authority, the City has previously adopted certain regulations concerning land use and zoning regulations for accessory buildings and accessory dwelling units within Chapter 16 of the Salida Municipal Code (“Code”); and

WHEREAS, City Council has expressed a desire to promote additional affordable/attainable rental housing within the city while retaining protections for neighborhood character; and

WHEREAS, after due and proper notice, the Planning Commission held a public hearing on November 25th, 2019; and

WHEREAS, the Council has conducted its review of the issues, including the Planning Commission’s recommendations, and find that it would further the welfare of the citizens of Salida to amend Chapter 16, concerning accessory buildings and accessory dwelling units, as provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO as follows:

Section 1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council.

Section 2. Section 16-1-80 of the Salida Municipal Code concerning definitions of the Land Use Code is hereby amended to read as follows:

Sec. 16-1-80. Definitions.

This Article defines words, terms and phrases contained within this Land Use Code. The following terms shall have the following meanings when used in this Land Use Code:

...

Accessory dwelling unit (ADU) means a legally-permitted residential dwelling unit located on the same lot as a principal dwelling unit and subordinate to that principal unit in conditioned living space. ADUs may be internal to, attached to, or detached from the principal dwelling unit and generally include living, sleeping, kitchen and bathroom facilities, and a separate lockable entrance door.

...

Section 3. Section 16-4-150 (Table 16-D) of the Salida Municipal Code, regarding schedule of uses and review process, is hereby amended to read as follows:

**TABLE 16-D
Schedule of Uses**

N = Not Permitted P = Permitted AC = Administrative Conditional Use C = Conditional Use AR = Administrative Review LR = Limited Impact Review MR = Major Impact Review									Standards¹
	R-1	R-2	R-3	R-4	RMU	C-2	C-1	I	
Residential Uses									
Accessory buildings and structures.	P	P	P	P	P	P	P	P	Sec. 16-4-190(c)
Multiple principal structures	N	LR	LR	LR	LR	LR	LR	LR	Sec. 16-4-190(b)
Accessory dwelling units	AR	AR	AR	AR	AR	AR ⁴	AR	AR	Sec. 16-4-190(c)
Duplex dwelling units	N	P	P	P	P	P ⁴	LR ³	LR ³	
Residential (3 - 4 units)	N	AR	AR	AR	AR	AR ⁴	AR ³	AR ³	
Residential (5 - 19 units)	N	LR	AR	AR	LR	AR ⁴	LR ³	LR ³	
Residential (20 or more units)	N	MR	MR	MR	MR	MR ⁴	MR ³	MR ³	
Single-family dwelling units	P	P	AR ³	AR ³	AR	AR ⁴	AR ³	AR ³	
Single Mobile Home	N ³	N ³	N ³	P	N ³	N ³	N ³	N ³	
Medical marijuana cultivation—patient or primary caregiver—up to six plants	P	P	P	P	P	P	P	P	Sec. 16-4-190(j)
Medical marijuana cultivation—patient or primary caregiver—more than six plants	N	N	N	N	N	N	LR	N	Sec. 16-4-190(j)
Mobile home parks	N	N	N	LR	N	N	N	N	Sec. 16-4-190(d)
One or more dwelling units on the same site as a commercial or industrial use	N	N	N	N	AR	AR	LR	LR	
Recreational vehicles – long term occupancy	N	N	N	AR	N	N	AR	N	Sec. 16-4-190 (i)
Recreational vehicle parks	N	N	N	LR	N	N	LR	N	Sec. 16-4-190(e)
Rooming or boarding houses ²	N	N	LR ³	LR ³	LR ³	LR ³	LR ³	N	

...

Section 4. Section 16-4-200 (Table 16-F) of the Salida Municipal Code, regarding zone district dimensional standards, is hereby amended to read as follows:

TABLE 16-F
Schedule of Dimensional Standards

Dimensional Standard	R-1	R-2	R-3	R-4	RMU	C-1	C-2	I
Min. lot size (sq. ft.)	7,500	5,625	5,625 5,063 ⁶ 3,750 ⁷	4,000 3,600 ⁶	5,625 5,063 ⁶ 3,750 ⁷	5,625 5,063 ⁶ 3,750 ⁷	N/A	5,625
Density (Min. lot sq. footage per principal dwelling unit)	3,750	3,125	2,400 2,100 ⁶	2,400 2,100 ⁶	3,125 2,734 ⁶	2,800 2,450 ⁶	N/A	2,800
Min lot size (sq. ft.) - attached units	N/A	3,125	2,400 2,160 ⁶	2,400 2,160 ⁶	3,125 2,812 ⁶	2,800 2,520 ⁶	N/A	2,800
Min. lot frontage	50'	37' – 6"	37' – 6" 25 ft ⁷	37' – 6" 25 ft ⁷	37' – 6" 25 ft ⁷	37' – 6" 25 ft ⁷	No Req.	37' – 6"
Min. lot frontage – attached units	N/A	20'	15'	15'	20'	20'	N/A	20'
Max. lot coverage: structures (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)	35%	40%	45% 50% ⁶	45% 50% ⁶	45% 50% ⁶	60% 66% ⁶	100% ³	60%
Max. lot coverage: uncovered parking/access (additive coverage total for structures and uncovered parking cannot exceed 90% except in C-2)*****	10%	15%	25%	25%	25%	60%	No Req ³ .	30%
Min. landscape area	55%	45%	30%	30%	30%	10%	No Req ¹ .	10%
Min. setback from side lot line for a primary bldg.	8'	5'	5'	5'	5'	5 ft ²	No Req.	5 ft ²
Min. setback from side lot line for a detached accessory bldg.	3ft 3ft, 5ft, or 10ft ⁸	3ft 3ft, 5ft, or 10ft ⁸	3ft 3ft, 5ft, or 10ft ⁸	3ft 3ft, 5ft, or 10ft ⁸	3ft 3ft, 5ft, or 10ft ⁸	3ft 3ft, 5ft, or 10ft ⁸	No Req.	3ft 3ft, 5ft, or 10ft ⁸
Min. setback from rear lot line: principal bldg.	30'	20'	20'	15'	15'	5 ft ²	No Req.	5 ft ²
Min. setback from rear lot line: accessory bldg.	5'	5'	5'	5'	5'	5'	N/A	5'
Min. setback from front lot line ⁴	30'	20'	20'	15'	15'	10'	No Req.	10'
Max. building height for a primary bldg.	35'	35'	35'	35'	35'	35'	35'	35'

Max. building height for a detached accessory bldg.	25'	25'	25'	25'	25'	25'	25'	25'
Notes:								
<p>1 If a property does not utilize the zero setback allowance, the minimum landscape area shall be ten percent (10%).</p> <p>2 If the property adjoins a residential zone district, setbacks on the side and rear lot line shall be the same as those in the residential zone.</p> <p>3 Existing structures are not required to meet off-street parking requirements. New structures and additions shall meet off-street parking requirements.</p> <p>4 A covered porch may encroach into the front yard setback by twenty-five percent (25%).</p> <p>5 If a front-loaded garage is set back at least ten (10) feet behind the primary street-facing building façade, the lot coverage between the garage entrance and the primary, street-facing building façade shall not be included in the calculation of lot coverage for uncovered parking/access.</p> <p>6 Standards for inclusionary housing development per Section 16-13-50.</p> <p>7 15% of the single-family lots within an inclusionary housing development may be 25 feet X 150 feet.</p> <p>8 See Sec. 16-4-190(c) for a description of side lot line setbacks for all accessory buildings, including ADUs.</p>								

Section 5. Section 16-4-190 of the Salida Municipal Code, concerning Review Standards Applicable to Particular Uses, Accessory Dwelling Unit/Accessory Building, is hereby amended to read as follows:

Sec. 16-4-190. Review Standards Applicable to Particular Uses.

...

(c) Accessory Dwelling Unit/~~Structure~~**Accessory** Building.

(1) Location. **A legally-permitted** accessory dwelling unit (**ADU**) may be located ~~within internal to, or attached to, the primary dwelling unit, or may be detached from the a principal dwelling unit on the same lot~~ if located in or above a garage or lawful accessory building. Only one (1) accessory dwelling unit **ADU** is allowed per lot.

(2) Square Footage. ~~An accessory dwelling unit shall not exceed seven hundred (700) square feet of habitable floor area. Habitable floor area means the total floor area contained within the inside walls of a structure with at least 7.0' of headroom. Habitable floor area does not include unfinished attics, areas used for access such as stairs and covered porches, garage space used for the parking of cars or storage, unfinished basements and utility rooms less than 50 sq. ft. All other areas of an accessory dwelling unit shall count towards habitable floor area.~~

a. Internal or Attached ADU: An accessory dwelling unit within or attached to the principal dwelling may include no more than one thousand (1,000) square feet of conditioned living space provided that the remainder of the principal dwelling is greater in square footage than the ADU and provided that no more than eight

hundred (800) square feet of conditioned living space is located above the first floor. Conditioned living space does not include unfinished attics, garage space used for the parking of cars or storage, internal stairways, unfinished basements, or utility rooms less than 50 sq. ft. All other areas of an ADU shall count towards conditioned living space. For principal dwellings existing prior to the effective date of Ordinance 2019-18, an internal ADU (only) may be permitted at any size provided that the remaining square footage of the existing principal dwelling is greater than that of the ADU.

- b. **Detached ADU 15 feet in height or less:** An accessory dwelling unit within a detached accessory building up to fifteen (15) feet in total height may include a maximum of one thousand (1000) square feet of conditioned living space provided that the square footage of the principal dwelling is greater than that of the ADU. Conditioned living space does not include unfinished attics, garage space used for the parking of cars or storage, internal stairways, unfinished basements, or utility rooms less than 50 sq. ft. All other areas of an ADU shall count towards conditioned living space.
- c. **Detached ADU 15 feet in height or more:** An accessory dwelling unit within a detached accessory building greater than fifteen (15) feet in total height shall not exceed eight hundred (800) square feet of conditioned living space provided that the square footage of the principal dwelling is greater than that of the ADU. Conditioned living space does not include unfinished attics, garage space used for the parking of cars or storage, internal stairways, unfinished basements, or utility rooms less than 50 sq. ft. All other areas of an ADU shall count towards conditioned living space.

(3) **Parking.** There shall be one (1) additional off-street parking space provided for the accessory dwelling unit. **Where alley access to the property exists, the required parking for detached ADUs shall be accessed from the alley, unless sufficient off-street parking with unencumbered access to the ADU can be provided on the remainder of the lot, or as allowed for corner lots in Sec. 16-8-20(e)(1)(i).**

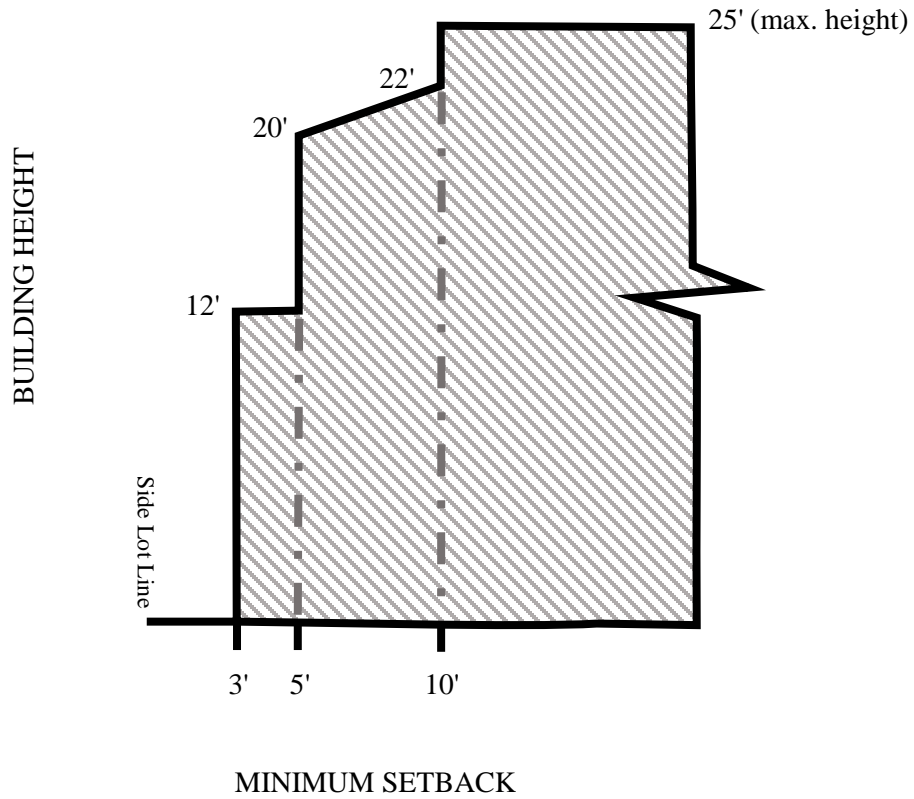
(4) **Occupancy.** The accessory dwelling unit shall not be condominiumized or sold and shall not be rented to visitors for periods of less than thirty (30) **consecutive** days. ~~A maximum of two (2) related or unrelated people may inhabit an accessory dwelling unit.~~ **Maximum occupancy is determined per applicable Fire code.**

(5) **Side lot line setbacks for detached accessory buildings. Applies to all zones except for the Central Business (C-2) zone. (See Fig. 16-1 below for a visual description)**

- a. **Any part of a detached accessory building, excluding eaves (per Sec. 16-8-130), up to twelve (12) feet high must be set back a minimum of three (3) feet from all side lot lines.**
- b. **Any part of a wall plane (inc. windows and facades greater than 45 degrees from the horizontal) over twelve (12) feet up to twenty (20) feet high must be set back a minimum of five (5) feet from all side lot lines.**
- c. **Any part of a wall plane (inc. windows and facades greater than 45 degrees from the horizontal) over twenty (20) feet high must be set back a minimum of ten (10) feet from all side lot lines.**

- d. Any part of a detached accessory building, excluding eaves (per Sec. 16-8-130), over twenty-two (22) feet high must be set back a minimum of ten (10) feet from all side lot lines.

Fig. 16-1 Detached Accessory Building Side Lot Line Setback Parameters



Section 6. The provisions of this ordinance are severable and the invalidity of any section, phrase, clause or portion of the ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the ordinance.

INTRODUCED ON FIRST READING, ADOPTED and ORDERED PUBLISHED IN FULL in a newspaper of general circulation in the City of Salida by the City Council on the 3rd day of December, 2019 and set for second reading and public hearing on the 17th day of December, 2019.

INTRODUCED ON SECOND READING, FINALLY ADOPTED and ORDERED PUBLISHED BY TITLE ONLY, by the City Council on the _____ day of _____, 2019.

CITY OF SALIDA

By: _____
Mayor

ATTEST:

(SEAL)

By: _____
City Clerk

PUBLISHED IN FULL in the Mountain Mail after First Reading on the 6th day of December, 2019, and **BY TITLE ONLY, OR IN FULL**, after Final Adoption on the _____ day of _____, 2019.

By: _____
City Clerk



Join Us for a Public Hearing on Proposed Changes to Accessory Dwelling Unit (ADU) & Accessory Building Zoning Standards

Changes Being Considered Include:

- Applicability of ADUs in Density Calculations
- Maximum Allowable Square Footage for ADUs
- Required Side Lot Line Setbacks for Accessory Buildings
- ADU Parking Requirements

**City of Salida Planning Commission Hearing
November 25th, 2019 @ 6:00PM
Touber Building - City Council Chambers**

For More Information, Contact:

City of Salida
Community Development Department
(719) 530-2634

OFFERED

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GLAS
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14. SERVICES OFFERED

We will
HAUL AWAY
Scrap Metal &
Unwanted Vehicles
719-221-5395

17. PERSONALS

A HUGE THANK YOU
to Megan and Missy with your sincere
concern for my well being at my auto acci-
dent in Nathrop on October 7th, 2019.
PS All is well.

18. FARM AND RANCH

HORSE BOARDING
Large Indoor Arena

Bill Miller
719-530-1872
Salida

WANTED: HEMP biomass, crude flower,
Distillate, and isolate. Please call 719-
589-2215.

HempStead Enterprises, LLC
6512 Cramer Rd.
Alamosa, CO 81101

19. PETS FOR SALE

Just in time for Christmas. Beautiful
purebred Parti Yorkies. 1 female, 1 male.
Puppies come with registration papers,
tails docked, dew claws removed, 1st set
of shots and dewormed. 719-221-9045

GERMAN SHEPHERD PUPS. Full blood.
Parents AKC. \$350-\$550. Couple of
adults FS too. Call/text, leave message.
719-221-2506

21. LOST & FOUND

FOUND: CHRISTMAS TREE TOP.
Found at Many Minis Storage, in white
plastic bag fell out of your vehicle. 719-
539-1183.

FOUND: Cell phone found near High
Country Bank approximately Nov. 20th.
Phone is at The Mountain Mail Office, 125
E. 2nd Street. Please identify & claim.

This is an action for breach of contract
and judicial supervision of dissolution of the
Richardson Family Ranch, LLC, dissolved
February 28, 2019.

Dated this 13th day of November, 2019,
Published in The Mountain Mail,
First Publication: November 18, 2019;
Last Publication: December 16, 2019.
This Summons is issued pursuant to Rule
4(j), Colorado Rules of Civil Procedure.
Rule 12(a), C.R.C.P., shows 35 days
for answer or response where service of
process is by publication. However, under
various statutes, a different time is set forth,
e.g., §38-6-104, C.R.S. (eminent domain);
§38-96-121, C.R.S. (Torrrens registration).

Legal Notice
CPAXLP

PUBLIC NOTICE
DISTRICT COURT, CHAFFEE COUNTY,
STATE OF COLORADO
142 Crestone Avenue
Salida, Colorado 81201
Plaintiff: **KIMBERLY RICHARDSON**
v.
Defendants: **JAMES RICHARDSON and**
RICHARDSON FAMILY RANCH, LLC,
DISSOLVED FEBRUARY 28, 2019
Attorneys for Plaintiff:
Christopher P. Carrington, #37004
Molly S. Ballard, #42604
Richards Carrington, LLC
1444 Blake Street
Denver, Colorado 80202
Phone Number: 303-962-2690
E-mail: chris@richardscarrington.com
molly@richardscarrington.com
Case No. 2019CV30026
Division 2

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
BEFORE THE SALIDA CITY
COUNCIL CONCERNING PROPOSED
AMENDMENTS TO CHAPTER 16 LAND
USE AND DEVELOPMENT OF THE
SALIDA MUNICIPAL CODE REGARDING
ACCESSORY BUILDINGS AND
ACCESSORY DWELLING UNITS
TO ALL MEMBERS OF THE PUBLIC AND
INTERESTED PERSONS: PLEASE TAKE
NOTICE that on December 17, 2019, at
or about the hour of 6:00 p.m., a second
reading and public hearing will be conducted
by Salida City Council at City Council
Chambers, 448 East First Street, Suite 190,
Salida, Colorado on amendments to Chapter
16, Articles I and IV of the Salida Municipal
Code regarding accessory buildings and
accessory dwelling units (ADUs). The
proposed changes would provide a definition
for ADUs; eliminate ADUs from density
calculations; and revise dimensional and
other standards for accessory buildings
and accessory dwelling units including, but
not limited to, side lot line setbacks and
maximum allowable square footage.
Interested persons are encouraged to attend
the public hearing. Further information on
the application may be obtained from the
Community Development Department, (719)
530-2634.
Published in The Mountain Mail December
2, 2019

CPAXLP

FAST
\$\$ CASH \$\$
IN THE CLASSIFIEDS!
Call 539-6691 to
place an ad today!

ate at your fingertips



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO. New Business – 5.a.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Resolution 2019-63 – Appointment of a Municipal Prosecutor

BACKGROUND:

On November 14, 2019, the City of Salida prepared and solicited a Request for Proposal (RFP) for Municipal Prosecutor services. The Municipal Prosecutor provides legal services for the City's Municipal Court and represents the City in the prosecution of violations of the Salida Municipal Code. Legal services include all necessary court appearances, legal research, investigation, correspondence, preparation of legal documentation, appeals to municipal and district court, and all related work to properly represent the City. The position is explicitly mandated in Section 2-3-10 of the Salida Municipal Code.

Responses to the RFP were due on December 6, 2019, and two responses were received. Interviews of the two candidates have been scheduled for Monday, December 16th in anticipation of filling the role on December 17th. It is imperative to have the position filled ahead of the pending Municipal Court docket on December 20th, which was a requirement for any potential respondents to be able to attend and represent the City.

As noted above, interviews of the two candidates – Matthew Krob and Tyler Jeffery – will be held on December 16th. The interview panel will consist of two City Councilmembers, the City Attorney, the City Clerk, the Chief of Police, and the City Administrator. A selection recommendation will be made to the City Council at the meeting on December 17th, along with a provision for rate of pay (both are left blank in the proposed Resolution 2019-63).

FISCAL NOTE:

Both proposals received include a flat fee of \$1,500 per month for services, which fits in with the annual budget of all legal services (City Attorney, Municipal Judge, and Municipal Prosecutor).

STAFF RECOMMENDATION:

Staff recommends that the City Councilmembers that attend the interview panel provide a recommendation to the full Council based on the demonstration of understanding the City's needs and desires, qualifications and ability to meet the needs of the City, professional personnel assigned to representing the City, the cost proposal, and any references that the applicants may have.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2019-63, Appointment of a Municipal Prosecutor, followed by a second and a roll call vote.

CITY OF SALIDA, COLORADO
RESOLUTION NO. 63
(Series of 2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPOINTING THE CITY PROSECUTOR AND APPROVING A PROFESSIONAL
SERVICES CONTRACT

WHEREAS, Section 2-3-10 of the Salida Municipal Code identifies that a Municipal Prosecutor shall be appointed by a majority of the members of City Council and shall serve as a department head; and

WHEREAS, the Municipal Prosecutor position is currently vacant; and

WHEREAS, the City of Salida solicited a Request for Proposals for Municipal Prosecution services on November 14, 2019; and

WHEREAS, the City Council desires to appoint _____ to perform all Municipal Court Prosecution services on behalf of the City of Salida Municipal Court.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The aforementioned recitals are hereby fully incorporated herein.
2. Appointing _____ as the Municipal Prosecutor and setting the Municipal Prosecutor's salary at the rate of \$_____ per hour with a minimum monthly salary of \$1,500.00.
3. Approving the Mayor to execute an Agreement for Professional Services contract for the Municipal Prosecutor on the terms set forth above.

RESOLVED, APPROVED AND ADOPTED this 17th day of December, 2019.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

Sonia Walter, City Clerk

**CITY OF SALIDA REQUEST FOR PROPOSAL
FOR PROFESSIONAL SERVICES
Municipal Prosecutor**

PROJECT DESCRIPTION

This is a Request for Proposal (RFP) for a Municipal Prosecutor to provide legal services for the City of Salida’s Municipal Court. This RFP is intended to gather pertinent information concerning the ability of an individual attorney to meet the municipal court needs of the City, located in Chaffee County, Colorado.

The City of Salida is interested in establishing an ongoing relationship with an attorney to ensure high quality, necessary, responsive, timely and cost-efficient legal services for the City of Salida’s Municipal Court. We expect that the attorney chosen will be experienced in the type of legal services required on an ongoing basis by statutory cities and will be familiar with the legal issues associated with such municipalities.

The specific nature of the scope of work for this project is outlined in this (RFP). Proposals received in the timeline provided will be evaluated, and subsequent interviews may be coordinated with the top responding candidates. The schedule for Municipal Prosecutor selection and project completion is included below. All proposals must be submitted to Drew Nelson, City Administrator, by 2:00pm MST on December 6, 2019.

SUMMARY OF SELECTION PROCESS

The City of Salida requests proposals from qualified attorneys licensed to practice law in the State of Colorado for Municipal Prosecutor services.

SCHEDULE FOR CONSULTANT SELECTION

November 14, 2019	Distribute Request for Proposals
December 6, 2019	2:00pm MST, Proposal Deadline
December 16, 2019	Selected Consultant Interviews
December 17, 2019	Anticipated City Council Award
December 20, 2019	First Anticipated Attendance at Municipal Court

WHERE TO SUBMIT PROPOSALS

Digital copies of proposals in Adobe PDF format must be submitted by email to Drew Nelson, Salida City Administrator (drew.nelson@cityofsalida.com) and Sonia Walter, City Clerk (sonia.walter@cityofsalida.com) no later than 2:00 pm MST on the proposal deadline. The City has the right to reject any or all proposals for any reason.

PROJECT LOCATION

The City of Salida is located near the crossroads of Highway 50 and Highway 291 in Chaffee County, Colorado.

SCOPE OF WORK

The Municipal Prosecutor for the City of Salida will represent the City in the prosecution of violations of the Salida Municipal Code in the City’s Municipal Court and related prosecutorial functions (i.e. plea negotiations, sentencing recommendations, probation revocations and contempt hearings). Legal services will include all necessary court appearances, legal research, investigation, correspondence, preparation of

legal documents, trial preparation, appeals to Municipal and District Court and all related work required to properly represent the City in the following areas:

1. Prosecute violations of the Salida Municipal Code.
2. Prepare for and attend trials (once per month), hearings, and other criminal and civil case activities.
3. Review facts and law, conduct legal research, prepare pleadings, and conduct defense interviews.
4. Conduct pretrial conferences, including negotiation of plea agreement offers and terms of deferred prosecution.
5. Perform professional legal work (carrying the highest levels of volume, complexity, consequence, autonomy and responsibility), including regularly drafting subpoenas, motions, notices and proposed orders.
6. Collaborate and confer with the City Attorney, as needed, including consulting with the City Attorney on interpretations of the Salida Municipal Code and appeals.
7. Work with the City Attorney, City Administrator, Chief of Police, and additional City Staff in preparing matters for Municipal Court prosecution and other duties as required by the Salida City Council.

EXPERIENCE REQUIRED/PREFERRED

Qualified individuals or firms must be licensed to actively practice law in the State of Colorado and be in good standing with the Colorado Supreme Court. Experience in other areas of municipal law is desirable, but not required. Must have the ability to communicate effectively and diplomatically with co-workers, the Municipal Judge, Municipal Court Clerk, defendants and their attorneys, and the general public. Applicants must possess a good working knowledge of the Salida Municipal Code, local court rules, Colorado Municipal Court Rules, and Colorado Rules of Evidence. Interested prosecutors must have the ability to perform with integrity, demonstrate honesty and sensitivity to ethical issues, and avoid actual or apparent impropriety and/or conflicts of interest. Qualified applicants must exercise appropriate judgment, consistent with the highest levels of volume, complexity, consequence, autonomy, and responsibility attending the position.

PROPOSALS

Proposals should focus on the qualifications and experience of the proposed individual or firm. A short list of individuals or firms may be developed based upon the proposals submitted. Those on the short list may be invited to interview.

Proposals should include the following and in the order given:

1. Background of your firm, including size, date established, and office location; or individual qualifications if not associated with a firm.
2. Information on your/the firm's experience as it relates to the following areas:
 - a. Prosecution in Municipal court, including familiarity with Court rules.
 - b. Statutory cities, as identified in Colorado Revised Statutes.
 - c. Code Enforcement.
 - d. Colorado Municipal Traffic Code.
 - e. Animal Control Laws.
 - f. International Property Maintenance Code (2015)

3. List the Colorado municipalities you currently represent or have previously represented, if any, with the dates of representation for each. Include a summary of your duties and responsibilities for each municipality. Please include a comprehensive list of municipal clients over the past five years and name the attorney assigned to those clients.
4. Describe the primary focus of your/the firm's representation not related to municipalities.
5. Identify the attorney who would be primarily responsible for work on behalf of the City and, if different from the responsible attorney, the attorney who would attend court dates.
6. Specify your availability to attend up to one, full day, regularly scheduled court dates, every month.
7. Provide information on your billing rates and practices, including:
 - a. Billing rates for each attorney and any support personnel that would be involved in providing legal services to the City.
 - b. A summary of your/the firm's billing practices.
 - c. Rates charged for travel time, and any incidentals such as copying, telephone rates, courier services, faxes, supplies, etc., if any.
8. If you are willing to enter a fixed fee agreement, flat rate retainer, or some combination thereof, please describe in your proposal.
9. Discuss any known or potential conflicts of interest you or your firm may have in representing the City of Salida.
10. Describe any formal disciplinary complaints or malpractice complaints that have been made against you, and their final disposition.
11. Provide three to five relevant references that the City may contact.

TERM

The term of the agreement which is the subject of this solicitation process shall be for one (1) year, commencing on the date the agreement is executed by the City, subject to extension as provided therein. All work to be performed under the agreement shall commence promptly after receipt of a fully executed copy of the agreement to the extent that the Municipal Financial Advisor has been authorized to proceed by the City.

The City, at its sole option and discretion, may offer to extend the agreement for additional one-year terms. The extension option may be exercised by the City, provided the Municipal Financial Advisor has performed satisfactorily and all terms and conditions of the Agreement have been fulfilled. Each extension must be mutually agreed upon in writing, by and between the City and the Municipal Financial Advisor, approved by the City of Salida City Council, and shall be subject to the annual appropriation of funds therefor. Successful proposer will be asked to enter in to a Professional Services Agreement with the City of Salida (A copy of which may be obtained from the City of Salida).

EVALUATION CRITERIA

1. Demonstration of understanding of the City's needs and objectives
2. Qualifications and ability to meet the needs of the City
3. Professional personnel assigned
4. Cost proposal
5. References

The City of Salida reserves the right to reject any and all proposals for any reason.

Questions should be directed to:

Drew Nelson, City Administrator – drew.nelson@cityofsalida.com – 719.530.2629

Sonia Walter, City Clerk – sonia.walter@cityofsalida.com – 719.539.4555

Proposals for services are due by: 2:00 pm, MST December 6, 2019



KROB LAW OFFICE, LLC
Attorneys at Law

SCOTTY P. KROB
scott@kroblaw.com

MATTHEW Z. KROB
matt@kroblaw.com

NATHAN KROB
nathan@kroblaw.com

DANIEL S. KROB
dan@kroblaw.com

November 22, 2019

Drew Nelson, City Administrator
Sonia Walter, City Clerk
City of Salida
448 E. 1st Street
Salida, CO 81201

Sent via email: drew.nelson@cityofsalida.com
sonia.walter@cityofsalida.com

Re: Request for Proposal for Municipal Prosecutor Services

Please consider this letter and its enclosures our firm's response to the City of Salida's request for proposals for professional services to act as prosecuting attorney for the Municipal Court in the City of Salida. We are confident that we are more than capable of meeting the City's need for prosecuting services. Our firm prides itself in providing high quality, necessary, responsive, timely and cost-efficient legal services to Colorado municipalities. Under our proposal, Matthew Z. Krob would serve as the City Prosecutor. Services provided by our firm are generally supervised by the senior partner, Scotty P. Krob. A copy of both Matthew and Scotty's CVs are attached.

Background of Firm

Our four-attorney firm combines more than 60 years of experience representing municipalities throughout the state of Colorado. Scotty has practiced municipal law since 1980, serving as a judge (municipal and county) and an educator (ethics at DU Law School) in addition to a legal advisor. Matthew has been licensed in Colorado since 2012 and has focused his practice solely on Municipal Law and Litigation. Established in 1996, and expanded in 2008, our collegial firm also has an active litigation practice and has litigated numerous cases (for municipalities and others) in state and federal courts, including appellate levels, throughout the nation. We pride ourselves on providing responsive, expert level legal services tailored directly to needs of each of our clients. We look forward to the opportunity to do so for the City of Salida.

While our Denver Tech Center office serves as a home-base for our practice, we can frequently be found driving throughout the state to meet with our municipal clients. Simply put – we come to you. The location of our office is rendered slightly moot by the fact that we do not charge for drive time between our office and the client – as charging for drive time typically encourages a selection of the *closest* attorney rather than the *best* attorney.

Representative Clients

Our firm has created longstanding, close relationships with its clients and currently serves as Town Attorney for Grand Lake (30 years), Granby (25 years), and Larkspur (15 years) and as City Attorney for Evans (7 years) and Florence (3 years). We also represent the Aurora Civil Service Commission (20 years) and serve as special counsel for the City of Cortez (water counsel), Avon (ethics investigation), Louisville (biannual ethics workshops), and Thornton (conflicts investigation), Fort Morgan (prosecution). Like the City of Salida, the municipalities of Florence, Granby, and Grand Lake are also Statutory Municipalities. Our firm is well versed in both statutory cities/towns as well as home rule cities/towns.

Experience and Responsible Attorney

As indicated above, Matthew would be the lead attorney who would primarily be responsible for the scope of work on behalf of the City. Matthew began prosecuting municipal court cases for the firm's municipal clients in 2012. For more than 7 years, he has honed his skills as a prosecutor – demonstrating integrity, honesty and sensitivity to municipal issues while artfully addressing ethical and diplomatic issues and avoiding appearances of impropriety and conflicts, all the while handling the highest levels of volume, complexity, consequence, autonomy, and responsibility that come along with the office of Municipal Prosecutor. Generally, the work done within our firm is also supervised by Scotty. Further, our firm is very collaborative and collegial – resulting in municipal issues being discussed and debated tirelessly amongst the firm's attorneys, resulting in a broad view and extensive knowledge and understanding of the everchanging issues facing Colorado's municipalities.

More specifically, Matthew serves as the City Attorney/Prosecutor for the City of Florence (2016) and Fort Morgan (2019). He also serves as a Special Prosecutor for the Cities of Evans (2012) and Greenwood Village (2018). As of May of 2019, Matthew serves as the elected Chair of the Government Counsel section of the Colorado Bar Association and served for the previous five years as the elected Vice-Chair. Matthew is a nominated and inducted Colorado Bar Foundation Fellow as well as member of the Best Practices Committee.

In addition to prosecuting under existing City codes and model traffic codes, particularly the 2010 model traffic code, I have helped update and adopt new ordinances and model codes to ensure our client's municipal courts operate as efficiently and effectively as possible. I am abundantly familiar with the municipal code structure, judicial procedure, and the rules of evidence. I also routinely advise and work collaboratively with City Attorneys, City Councils and City Staff members on addressing applicable laws and changes in the law, be it from developing case law or legislative. Our firm regularly attends, sponsors, and presents at the Colorado Municipal League (CML) conferences.

Conflicts & Availability

We are not aware of any existing or apparent conflicts with our representation of our current clients and providing the services sought by the City of Salida. However, should a conflict arise, we will promptly notify the City and discuss options on how to proceed.

We acknowledge that the Salida Municipal Court generally holds court on the 3rd Friday of the month and confirm that those dates are clear on Matthew's calendar. Matthew is available for the December 20th court session, continuing on from that date.

We also recognize that municipal work is collaborative. Our firm is certainly willing to make itself available for any special projects needed by the City, and we look forward to working with the City in any of its endeavors.

Compensation Proposal

From the RFP, it appears that the services Salida seeks are not unlike those we currently provide our other municipal clients. Recognizing that dockets can fluctuate greatly, we'd propose the following compensation for routine matters:

A maximum of \$1,500.00 a month for the court session held on the 3rd Friday of the month including review of the docket and reports, conducting arraignments, pretrial conferences, and preparing for and conducting trials to the court.

We believe that along with representing a public entity, funded by public funds, comes a great responsibility to be cognizant of expenditure of those funds. Therefore, should the time spent to complete these tasks result in a lesser amount of time expended by our firm, the City would only be charged the lesser amount. The above amount would simply be the maximum charge for performing the above referenced services and would allow the City to accurately budget the costs to the City for routine municipal court matters. A monthly statement will be generated by our office and can be arranged to coordinate with the City's Finance Department timeline.

For matters not listed above, including preparing for and conducting jury trials, appeals, and marijuana and liquor hearings, we would propose an hourly rate of \$175 for associate time, \$195 for partner time and \$75 for paralegal time.

References

Please feel free to contact any of the references listed below:

Nina Williams & Geoff Wilson, City Attorneys, Cities of Salida & Fort Morgan
Murray Dahl Beery Renaud, LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215
(303) 493-6670
Email: nwilliams@mdbrlaw.com gwilson@mdbrlaw.com

Mike Patterson, City Manager, City of Florence
600 W. 3rd Street, Florence, CO 81226
(719) 784-4848 (office)
(541)350-2227 (cell)
Email: mike.patterson@florencecolorado.org

Tonya Haas Davidson, City Attorney, City of Greenwood Village
Shannon Chambers-Nelson, Assistant City Attorney, City of Greenwood Village
6060 South Quebec Street.
Greenwood Village, CO 80111
Tonya: (303) 486-1598
Email: thaasdavidson@greenwoodvillage.com
Shannon: (303) 486-5742
Email: schambers@greenwoodvillage.com

Deb Hess, Town Clerk, Town of Granby
Zero Jasper Avenue
P.O. Box 440, Granby, CO 80446
(970) 887-2501
Email: dhess@townofgranby.com

I sincerely look forward to discussing this amazing opportunity with you. Please feel free to contact me with any questions.

Sincerely,

KROB LAW OFFICE, LLC

By: /s/ Matthew Z. Krob
Matthew Z. Krob



KROB LAW OFFICE, LLC
Attorneys at Law

Matthew Z. Krob, ESQ, MSLA

Education - Bar Admissions - Memberships

Juris Doctor, May 2011, Western Michigan University, Cooley Law School
Grand Rapids, MI

Master's of Science in Legal Administration, August 2008, University of Denver
Sturm College of Law, Denver, CO

Bachelor of Arts in History, May 2006, University of Colorado at Boulder, Boulder, CO

Admitted to practice in the State of Colorado & the United States District Court for the
District of Colorado, October 2012

Member of Colorado Municipal League, American Bar Association, Colorado Bar
Association, Denver Bar Association since October 2012

Government Counsel Section of the Colorado Bar Association
Chair - May 2019 – Present, Vice Chair - May 2014 – May 2019

Best Practices Committee Member for Colorado Bar Association, January 2017 - 2018

Nominated and inducted Fellow of the Colorado Bar Foundation, 2016 – Present

Colorado Bar Association High School Mock Trial Judge/Scorer, March 2013 – Present

Professional Experience

Attorney – Full Time October 2012 – Present
Krob Law Office, LLC
Greenwood Village, Colorado

Serve as Prosecutor, Special Prosecutor, City Attorney, Town Attorney, Assistant City Attorney, and Assistant Town Attorney for several municipalities throughout the State of Colorado, both statutory and home rule, including Florence, Evans, Granby, Grand Lake, Larkspur, Greenwood Village and Fort Morgan; Advise and pursue municipal directives with Mayors, Clerks, Chiefs, Judges and other department heads as well as citizens. Advise Councils/Boards/Committees/Staff on ever-changing legal issues; Head City Council Meetings as City Attorney and advise Council on arising issues during meetings; Present draft ordinances and resolutions; Negotiate and present contracts and intergovernmental agreements; Review annexation and exclusion documents for municipalities and special districts; Provide litigation services, both plaintiff and defense, for firm's corporate clients on complex litigation matters before state and federal courts, and federal administrative agencies, conduct client interviews, depositions, and court appearances in both state and federal courts throughout the nation.

Law Clerk – Full Time
Krob Law Office, LLC
Greenwood Village, Colorado

May 2011 – October 2012

Researched current issues facing Colorado municipalities and special districts, drafted motions, briefs, ordinances and other court documents under attorney supervision, attended and assisted supervising attorney during hearings, trials, and other court appearances.

Intern/Law Clerk – Part Time
Denver City Attorney’s Office
Municipal Operations Section
Denver, Colorado

January 2011 – May 2011

Researched issues facing the ever growing, changing, and extremely diverse capital city of Colorado; Coordinated with numerous committees, City Officials, citizens and nearly ninety staff attorneys to effectuate the will of the Denver constituency. Supervised by Max Taylor; Worked on several projects with Karen Aviles.

Law Clerk – Part Time
Scotty P. Krob, Attorney at Law
Greenwood Village, Colorado

September 2008 – May 2011

Summarized depositions, researched and shepardized cases, maintained client files and filings, calendared hearings and timelines for projects and trial preparation, proofread pleadings and briefs, and communicated with clients, including elected officials and staff, to coordinate efforts of the attorney.

Volunteer – Part Time
Pro Bono Junior Associates, Services to Soldiers
Lansing, Michigan

July 2010- December 2010

Prepared wills and power of attorney, under JAG supervision, on military base for enlisted soldiers; Briefed deploying soldiers about the Service Members Civil Relief Act and the Uniformed Services Employment and Reemployment Rights Act.

Runner / Legal Assistant / Legal Administrator – Part Time
Scotty P. Krob, Attorney at Law
Greenwood Village, Colorado

May 2002 – September 2008

Implemented a virtual office, server, and state-of-the-art filing system increasing productivity and connectivity, communicated with clients, coordinated dates between attorneys, clients, courts employees and witnesses, and prepared court exhibits.

Presentations, Trainings and Teachings

“What Legal Forms are Required When Opening a New Business” November 12, 2019
Florence Chamber of Commerce

Present on forms and other documents required for opening new businesses in the State of Colorado

“Legal Update: Training Regarding Prosecution Issues” February 6, 2019
Florence Police Department

Present upon changes in Colorado law and common shortcomings and mistakes in investigations, reports, and citations issued by police department

New Councilmember Training and Legislative Update January 16, 2018
Florence City Council

Provide new councilmember orientation regarding conflicts, processes and other elected official issues, Provide legislative update about recent legislation and caselaw

“Prosecution and Defense Attorney Responsibilities” October 2, 2017
Florence High School, Florence, Colorado

Present on trial and courtroom etiquette, general prosecution and defense responsibilities in criminal trials, trial preparation and strategies for prosecution and defense of a major crime trial

Community Involvement

Rocky Mountain Stroke Center, Board Member January 2018 – Present
5666 S. Bannock Street
Littleton, CO 80120

Serve as Board Member to organization which provides information, rehabilitation, and support to stroke survivors and their families in Colorado, and provide education to the greater community about stroke

Outdoor Buddies March 2016 – Present
555 Highlands Road
Westcliffe, CO 81252

Participate in fundraisers and events, including annual banquet, for organization which provides opportunities, through a volunteer organization, for those who may have been deprived enjoying outdoor experiences, focusing on those who are mobility-disabled, at-risk youth, and youth groups offering experiences including hunting, fishing, boating, camping, and education in the use of the outdoors for recreational activities.



KROB LAW OFFICE, LLC
Attorneys at Law

Scotty P. Krob

Present Employment

Krob Law Office, LLC - 1996 to Present

Employment History

Partner, White & Jankowski, 1992 - 1996

County Court Judge, Grand County, Colorado, 1983 - 1992

District Court Magistrate, 14th Judicial District, 1986 - 1991

Water Court Referee, Water Division No. 6, 1988 - 1991

Municipal Judge, Towns of Winter Park, Fraser, Hot Sulphur Springs, and Granby

Partner, DiCola and Krob, 1982 - 1983

Associate, Hall & Evans, Natural Resources Department, 1980 - 1982 later known as Nossaman,

 Krueger & Marsh, now known as White & Jankowski, Denver, Colorado

Clerk, Hall & Evans, Litigation Department, Summer 1979

Research Assistant for Professor H.B. Robertson, Duke University School of Law, Summer 1978

Honors and Activities

Professional:

Member, CML Amicus Committee, 2015 - Present

 Member, Colorado Municipal League Attorney Section, 1985 - Present

 Member, Metro Attorney Association, 1994 - Present

Member, Special Districts Association Attorney Section, 1987 - Present

 Adjunct Professor, Legal Ethics, University of Denver College of Law, 1995 - 1997

 Co-Editor of Ethics Column, COLORADO LAWYER, 1996-1999

 Member, Ethics Committee, Colorado Bar Association, 1996 - 2010

 Recipient of the Judicial Excellence Award for Colorado County Court Judges, 1990

 President, Colorado County Judges' Association, 1990 - 1991

 Vice President, Colorado County Judges' Association, 1989 - 1990

 Chairman, DUI Benchbook Committee, 1989 - 1992

Colorado Delegate to ABA National Conference of Special Court Judges, -
1987, 1988, 1989, 1991
Chairman, Committee on Judicial Immunity, National Conference of Special
Court Judges, American Bar Association, 1989 - 1991
Member, Flaschner Judicial Award Board, American Bar Association, 1990 -
1991
Member, Colorado Supreme Court Committee on County Court Case
Management,
1989 - 1991
Member, Colorado Supreme Court Annual Conference Committee, 1989
Member, Colorado Judicial Legislative Advisory Committee, 1990 - 1992
Member, Colorado Trial Judges' Council, 1989 - 1992
Mediation Associate, CDR Associates, Boulder, Colorado, 1993 - 1995

Law School:

American Jurisprudence Award
Editor, Duke Legal Research Program

Undergraduate School:

Boettcher Foundation Scholar (four years)
Phi Beta Kappa Honor Society

Publications/Letters

2013 Colorado Municipal League, October 12, 2013
“Protecting the Confidences of a Public Client”
2003 CLE International - 9th Annual Conference Endangered Species Act &
Habitat,
May 2, 2003 - “The Ethical Attorney - An Endangered Species?”
2002 Colorado Municipal League, October 6, 2002
“Report of the American Bar Association Ethics 2000 Commission:
Issues for Municipal Attorneys” co authored with Joseph N. deRaismes III
2002 Colorado Bar Association, September 18, 2002
“Ethics for Government Lawyers II” panel participant
1999 7th Annual Conference New Mexico Water Law, August 27, 1999
“Confidentiality & Disclosure: Limits and Liabilities”
1999 Colorado Indian Bar Association, May 20, 1999
“Confidentiality & Disclosure: Limits and Liabilities”
1999 American Bar Association, Section of Natural Resources, Energy, and
Environmental Law, 17th Annual Water Law Conference: Evolving

- Federalism in Water Law and Policy, February 25, 1999 - "Obtaining Valid Conflict Waivers and Other Issues Facing the Water Practitioner"
- 1998 Western Water Law Conference, March 6, 1998
"Conflicts and Waivers in a Water Law Practice"
- 1998 New Mexico Water Law Conference, August 27, 1998
"Conflicts and Waivers in a Water Law Practice"
- 1998 National Conference on Endangered Species Act" September 11, 1998
"The Out-of-Bounds Client: Advising vs. Assisting"
- 1997 *A Practical Approach to Conflict of Interest*, 26 COLORADO LAWYER 87 (1997)
- 1996 Presentation at Colorado Municipal League Conference, June 21, 1996
"Ethical Issues for Colorado Municipal Attorneys"
- 1996 Presentation at Colorado Municipal League Conference, September 19, 1996, "Ethical Issues for Colorado Municipal Attorneys, Part II"
- 1995 *Grievances: Recognizing the Realities and Reducing the Risks*, 24 COLORADO LAWYER 2197 (1995)
- 1992 Lecturer at Advanced Orientation Seminar for new judges
- 1990 Lecturer at Annual Colorado Judicial Conference
- 1990 Lecturer at Advanced Orientation Seminar for new judges
- 1989 Lecturer at Annual Colorado Judicial Conference
- 1989 Panelist on Court Appointment of Counsel, Colorado Bar Association Convention
- 1987 Lecturer at Annual Colorado Judicial Conference
- 1982 Lecturer at Colorado Paralegal Institute
- 1978 Research assistant to Professor H.B. Robertson in the preparation of a law review article appearing in the Duke Law Journal

Expert Testimony (within the preceding four years)

- Gibralt v. Brownstein Hyatt Garber Schreck, LLP and Jeffrey M. Knetsch*,
Case No. 2015CV34051, District Court, City and County of Denver,
Colorado
- Zeke Coffee, Inc., v. Pappas-Alstad Partnership*,
Case No. 2009CV11786, District Court, City and County of Denver,
Colorado

Bar Admissions

- Admitted to the Colorado Bar in October 1980
- Admitted to the United States District Court, District of Colorado in October 1980
- Specially admitted to the Wyoming Bar in October 1980
- Specially admitted to the United States District Court, Southern District of Illinois,
- 1999

Specially admitted to the United States District Court, District of Arizona, 2008
Specially admitted to the United States District Court, Southern District of Texas,
2010
Specially admitted to the United States District Court, Eastern District New York,
2015
Admitted to the United States 5th Circuit Court of Appeals, 2011
Admitted to the United States 9th Circuit Court of Appeals, 2011
Admitted to the United States Federal Circuit of Appeals, 2017

Bar Associations

American Bar Association, 1980 - Present
Colorado Bar Association, 1980 - Present
Northwest Colorado Bar Association, 1983 - 1990
President-Elect, 1990
Denver Bar Association, 1991 - Present

Education

Post Law School:

National Judicial College, University of Nevada, Reno Nevada
Courses regarding the decision making process and opinion writing, among
others
Mediation Certification, CDR Associates, Boulder, Colorado, July 1993

Law School: 1977 - 1980 Duke University School of Law, Durham, North Carolina
Received J.D., May 1980

Undergraduate: 1973 - 1977 Colorado College, Colorado Springs, Colorado
B.A. Political Science, cum laude

Tyler Jeffery

tyler@sunwaylegal.com; 303-808-2996

Proposal to Provide Municipal Prosecution Services to the City of Salida

My name is Tyler Jeffery, I have been a Municipal Prosecutor in Colorado since 2015, and before that was an Assistant State Attorney (the equivalent of a Deputy District Attorney) in Miami, Florida, for two years. With my experience and knowledge of municipal prosecution, in addition to my trial experience, I am the ideal person to contract with Salida for municipal prosecution services. My qualifications and answers to the proposal queries are below:

1. As stated above, I have been a prosecutor since 2013 and a Municipal Prosecutor in Colorado since 2015, specifically with the cities of Aurora (3.5 years, full time) and Thornton (4 months, 28 hrs/week). I also worked in a private firm for eight months focusing on federal litigation in the education field. I have performed over seventy jury trials and more than a hundred and fifty bench trials in my time as a prosecutor.
2. I am very familiar with City codes related to prosecution, Code enforcement, and Animal violations. I prosecuted several high-profile animal violation cases during my time in Aurora and prosecuted First Amendment “monitor”/ sovereign citizen cases as well. I am very familiar with the Model Traffic Code and Municipal Court Rules of Procedure.
3. Aurora: June 2015-December 2018. Thornton: August 2019-Present. In both positions I held the title of Assistant City Attorney and prosecuted violations of the City Code. In addition, I advised Police, Code, and Animal Control officers are to charges and procedures.
4. Besides my prosecution work for the City of Thornton, my focus is on business and tax law, with some criminal defense. I was in business (building and managing theme parks) before I became a lawyer, and use my knowledge of both business and the law to assist small business clients.
5. I would be the responsible attorney for the municipal prosecution work. I would attend all court dates.
6. I am available to attend one Friday a month without issue and am also available other times for phone conferences if necessary.
7. I bill at the first of every month and charge \$150/hr for additional work beyond the fee proposal below.
8. I propose a fixed flat fee agreement. I would charge the City of Salida \$1500 per month. This would include attending court one Friday a month, and up to five hours of additional work (for example consultation with police officers or other city staff as

Tyler Jeffery

tyler@sunwaylegal.com; 303-808-2996

necessary). I anticipate that any trial prep and consultation requirements would be less than five hours per month. If I was asked to do additional consultations, attend meetings or other requirements, I charge \$150/hr.

9. I have no conflicts involving the City of Salida.

10. I have no current disciplinary complaints against me. I have had one complaint filed against me by a “sovereign citizen” who I prosecuted but the complaint was dismissed. The substance of the complaint was that I was prosecuting illegally under sovereign citizen rules and was summarily dismissed without a response required from me.

11. References:
 - a. Presiding Judge Shawn Day, City of Aurora: sday@auroragov.org
 - b. Judge Dana Spade, City of Aurora: dspade@auroragov.org
 - c. Judge Kristopher Colley, City of Aurora: kcolley@auroragov.org
 - d. Criminal Prosecution Manager Andrea Wood, City of Aurora: awood@auroragov.org
 - e. Assistant City Attorney Elizabeth Barajas, City of Thornton: Elizabeth.Barajas@cityofthornton.net

I appreciate the opportunity to put in a bid. I am a committed, responsible, ethical, and personable prosecutor with a history of fair, just, and well-prepared prosecutions. I know that I would be an excellent asset for the City of Salida and am very familiar with the roles, duties, and rules associated with municipal prosecution in Colorado.

Thank you,

Tyler Jeffery



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO.	ORIGINATING DEPARTMENT:	PRESENTED BY:
5.b.	Administration	Sonia Walter

ITEM: Resolution 2019-64 establishing the 2020 fee schedule.

BACKGROUND:

Our City, including the City Clerk's office and its various departments, relies upon fees to provide many services to its customer and citizens. The Salida Municipal Code authorizes the operations of the City and provides for the establishment and amendment of fees for various City services. Occasionally new services are offered and additional regulations are implemented which also require the addition or amendment of fees charged by the City.

The City Clerk's office wants to ensure that all fee schedules, relating all department within the City, can be updated and streamlined within the amended 2019 Schedule of Fees. All department heads and relevant staff have contributed towards their respective schedules, which can be found in Exhibit A, behind the Resolution. We believe this is an important step for ease of use and transparency for all of the City's citizens and customers.

Council should note that there are changes to fees for many of the departments to reflect the increasing costs of providing services to the community.

Community Development: On January 8, 2019 the Council adopted the Central Business Economic Overlay for the downtown. The overlay allows an in-lieu parking fee instead of requiring on-site parking. Walker Consultants reviewed our downtown parking system. They ultimately recommended Salida not adopt a fee based on replacement costs, but instead allow an "occupier" fee based on the cost to maintain the public parking in downtown. Staff is recommending we set pricing based on both. In 2023 our maintenance costs are projected to be \$275,000 per year for 1,114 spaces (\$250 per space) and recent construction costs are approximately \$2,500 per space. The fee may be adjusted as costs go up.

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2019-64, establishing the 2020 fee schedule.

SUGGESTED MOTION: A Councilperson should make a motion "to approve Resolution 2019-64, a Resolution of the City Council for the City of Salida, Colorado, approving the 2020 fee schedule", followed by a second.

Attachments

Resolution 2019-64

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 64
(Series 2019)**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SALIDA, COLORADO
ADOPTING AND APPROVING THE 2020 FEE SCHEDULE**

WHEREAS, the Salida Municipal Code (“Code”) establishes rules and regulations for the operations of the City of Salida (“City”) and provides for the establishment of fees for various City services throughout the Code; and,

WHEREAS, the City relies upon fees to provide many services to its customers and citizens; and,

WHEREAS, fees associated with the services provided by the City require adjustment from time to time to account for the increase in the costs to provide such services, as well as for the implementation of new services and regulations; and,

WHEREAS, the City Council wishes to adopt the fee schedule attached hereto as the official fee schedules for the operations of the City of Salida; and,

WHEREAS, the 2020 Fee Schedule is attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. This resolution and accompanying Fee Schedule is intended to supersede all previous fee schedules adopted by the City Council.
3. Effective upon approval, the City hereby adopts the 2020 Fee Schedule (attached hereto as Exhibit A).

RESOLVED, APPROVED, AND ADOPTED this _____ of _____, 2019.

CITY OF SALIDA

By: _____
P.T. Wood, Mayor

[SEAL]

ATTEST: _____
City Clerk/Deputy City Clerk

Exhibit A
Fee Schedule

Exhibit A:



**2020 Fees and Charges for Licenses:
Liquor, Marijuana, Events, Vendors, Arborists
and Short Term Rentals**

TYPE OF LICENSE	FEE
<i>Liquor</i>	
New License	\$1,000.00
New License with Concurrent Review	\$1,000.00
Transfer of Ownership	\$750.00
Application Late Renewal Fee (Not more than 90 days of license expiration date)	\$500.00
Application Reissue Fee (More than 90 days but less than 180 days of license expiration date)	\$500.00
Application Reissue Fine (More than 90 days but less than 180 days of license expiration date)	\$ 25.00/day beyond the 90 day expiration date
Annual Renewal Application Fee	\$100.00
Annual Art Gallery Fee	\$100.00
Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
<i>Types of Permits</i>	
Art	\$41.25
Art Gallery Permit	\$3.75
Bed & Breakfast Permit	\$3.75
Beer & Wine	\$48.75
Brew Pub	\$75.00
Club	\$41.25
Distillery Pub	\$75.00
Hotel & Restaurant	\$75.00
Liquor-Licensed Drugstore	\$22.50
Lodging & Entertainment	\$75.00
Mini Bar Permit with Hotel Restaurant	\$48.75
Optional Premises	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00
Fermented Malt Beverage On Premises	\$3.75
Fermented Malt Beverage Off Premises	\$3.75
Fermented Malt Beverage On/Off Premises	\$3.75
Special Event Permit	\$100.00
<i>Other Charges to Existing Liquor Licenses</i>	
Change of Location	(not to exceed) \$750.00
Change of Trade Name/Corporate Name	N/A
Corporate/LLC Change (Per Person)	\$100.00

Exhibit A:

Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$75.00
Modification of Premises	N/A
<i>Multiple Vendor and Outdoor Vendor Permit</i>	
Multiple Vendor Event Permit	\$75.00
Additional Fee Per Participating Vendor	\$20.00
Outdoor Vending Permit – 10 Day	\$50.00
Outdoor Vending Permit – 45 Day	\$100.00
Outdoor Vending Permit – 180 Day	\$200.00
Outdoor Vending Permit – 365 Day	\$400.00
Local Fire Inspection Fee (Food Vendors)	\$25.00
<i>Medical Marijuana</i>	
Annual Application Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Change (per person)	\$100.00
Local Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
<i>Retail Marijuana</i>	
Annual Operating Fee	\$1,000.00
Transfer of Ownership	\$750.00
Change of Location	\$750.00
Primary Contact/Manager Registration	\$75.00
Background Check (per person)	\$100.00
Corp/LLC Changer (per person)	\$100.00
Local Fire Inspection Fee	\$50.00 (initial visit) \$35.00 thereafter
Change of Primary Contact/Manager	\$75.00
Modification of Premises	\$100.00
Change of Trade Name/Corp. Name	\$100.00
<i>Arborist License (SMC 6-4-10)</i>	
Arborist License	\$100.00
Penalty for Operating No License	\$100.00

Exhibit A:

<i>Short-Term Rental Business License</i>	
Short-term Rental Business License – New	\$150.00 \$400.00
Short-term Rental Business License – Renewal	\$100.00 \$270.00
Penalty for Operating without a Business License	\$1000.00 \$2,650.00
Late Fee on Occupation Lodging Tax	\$50.00/quarter
<i>Open Records Requests</i>	\$33.58/hour past the first free hour

Exhibit A: Fees and Charges for Water and Wastewater Services

Description of Fee, Rate or Charge	Code Section	Fixed Fees					Commercial Fees (3)					
		Special Charges	Residential Single-Family and Duplexes (1)	Residential Multi-Family (1)	Accessory Dwelling Units (2)	Legally-Restricted Affordable Housing (1)	3/4" line	1.0" line	1.5" line	2.0" line	3.0" line	4.0" line
Water System Development & Associated Fees												
System Development Fee	13-3-20 (c)		\$ 8,512	\$ 6,384	\$ 3,405	\$ 3,405	\$ 8,512	\$ 14,270	\$ 28,316	\$ 52,472	\$ 106,742	\$ 217,534
Surcharge in High Zone	13-3-20 (d)		\$ 1,936	\$ 1,452	\$ 774	\$ 774	\$ 1,936	\$ 2,904	\$ 4,352	\$ 6,530	\$ 9,797	\$ 14,695
Irrigation only (plus 50% of applicable surcharge above)	13-3-20 (c)		\$ 4,256	\$ 4,256	-	\$ 4,256	\$ 4,256	\$ 7,135	\$ 14,158	\$ 26,236	\$ 53,371	\$ 108,767
Water Meter - Disc	13-02-90		\$ 352	\$ 352	-	\$ 352	\$ 352	\$ 469	\$ 770	\$ 1,477	-	-
Water Meter - Turbine	13-02-90		-	-	-	-	-	-	\$ 1,629	\$ 1,928	\$ 2,319	\$ 3,387
Water Meter - Compound	13-02-90		-	-	-	-	-	-	-	\$ 3,382	\$ 4,081	\$ 5,623
<small>Note: Meter prices are based on supplier prices and, therefore, are subject to change outside of the City's control.</small>												
Wastewater System Development Fees												
System Development Fee for water & sewer customer	13-3-20 (c)	\$ 5,206	\$ 5,206	\$ 3,905	\$ 2,082	\$ 2,082	\$ 7,808	\$ 16,918	\$ 30,190	\$ 42,199	\$ 79,834	\$ 132,732
Fee per 1.0 EQR if no municipal water service	13-3-20 (c)		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
							150%	217%	178%	140%	189%	166%
Monthly Water Rates and Charges for Service *												
Service charge **	13-3-30 (b)		\$ 18.65	\$ 18.65	\$ 9.32	\$ 18.65	\$ 18.65	\$ 24.80	\$ 37.30	\$ 49.60	\$ 74.41	\$ 99.21
Water maintenance charge			\$ 6.47	\$ 6.47	\$ 3.23	\$ 6.47	-	-	-	-	-	-
Volume (usage) charge (based on 1,000 gallons water delivered)												
Tier I (up to 13,333 gallons/month) *			\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71	\$ 1.71
Tier II (over 13,333 gallons/month)			\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28	\$ 2.28
** 2,000 gallons usage included in residential service charge												
Demand fee up to 100,000 gallons			-	-	-	-	\$ 6.47	\$ 6.47	\$ 6.47	\$ 6.47	\$ 6.47	\$ 6.47
Demand fee 101,000 to 500,000 gallons			-	-	-	-	\$ 19.42	\$ 19.42	\$ 19.42	\$ 19.42	\$ 19.42	\$ 19.42
Demand fee 501,000 to 1,000,000 gallons			-	-	-	-	\$ 48.53	\$ 48.53	\$ 48.53	\$ 48.53	\$ 48.53	\$ 48.53
Demand fee over 1,000,000 gallons			-	-	-	-	-	\$ 64.71	\$ 64.71	\$ 64.71	\$ 64.71	\$ 64.71
Monthly Wastewater Rates and Charges for Service *												
Service charge	13-3-30 (b)		\$ 19.81	\$ 19.81	\$ 9.91	\$ 19.81	\$ 20.52	\$ 28.64	\$ 42.75	\$ 64.12	\$ 81.22	\$ 100.46
Residential volume charge (based on winter water usage)			\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31	\$ 1.31
** 2,000 gallons usage included in residential service charge												
Commercial volume charge (based on actual water usage)			\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42	\$ 2.42
Sewer only service charge - per equivalent living unit												
		\$ 34.22										
Other												
Permanent disconnection of water line	13-2-210	\$ 50.00										
Accessory Structure Service Charge Suspension Agreement	13-3-10(a)(1)	\$ 40.00										
System Development Fee Deferral Agreement	13-3-10(a)(1)	\$ 40.00										
Bulk water - untreated for construction within the City of Salida (per 1,000 gallons)	13-3-30 (a)	\$ 2.50										
Bulk water - treated (up to 1,000 & per each add'l 1,000 gallons)	13-3-30 (a)	\$ 6.00										
Bulk water - set hydrant meter	13-3-30 (a)	\$ 50.00										
Inactive account (sewer only customers) per month	13-3-30 (g)	\$ 16.38										
Returned check charge	13-3-30 (h)	\$ 25.00										
Final billing and new account charge	13-3-30 (i)	\$ 62.00										
Sewer only final billing and new account charge	13-3-30 (j)	\$ 31.00										
Temporary water disconnection fee - once annually	13-03-50	\$ -										
Temporary water disconnection fee - more than 1x per year	13-03-50	\$ 40.00										
Delinquent Charge - water service	13-3-30 (h)	\$ 3.50										
Delinquent Charge - wastewater service	13-3-30 (h)	\$ 3.50										
Late Fee (SteamPlant, Public Works, Finance, Fire, Pool, Wastewater - 30 day delinquent, charged monthly) \$3.50 or 5% (whichever is greater)		\$3.50 or 5%										
Period of time after which service is subject to termination	13-3-50 (c)	45 days										
Water termination (shut-off) fee	13-3-70 (d)	\$ 40.00										
Account reinstatement charge (waived if shut-off fee paid)	13-03-80	\$ 40.00										

- Notes**
- (1) All fixed fees are multiplied by the number of such units associated with each account.
 - (2) Fees for accessory dwelling unit apply unless use of property is legally restricted for non-rental use.
 - (3) Includes mixed-use developments in a single building where 50% or more of the ground floor is used for commercial, personal service and office uses, and other uses as approved by City Council.



Date revised: 12/11/2019



Fees and Charges for Development Services 2020

TYPE OF APPLICATION	FEE
Administrative Review (unless specified below)	\$200.00
Accessory Dwelling Unit (ADU)	\$200.00 to be applied toward subsequent building permit
Administrative conditional use	\$250.00
Administrative variance	\$250.00
Amended plat	\$250.00
Lot line adjustment/elimination/duplex conversion	\$300.00
Limited Impact Review (unless specified below)	\$500.00
Variance (reviewed by Board of Adjustment)	\$500.00
Nonresidential or mixed-use 20,001 s.f.–50,000 s.f. gross floor area	\$500.00
Large alteration	\$500.00
Minor subdivision	\$550.00 + \$50.00/lot
Conditional use permit	\$500.00
Major Impact Review (unless specified below)	\$1,250.00
Multi-family, 20 or more units in project, without regard to phasing ²	\$1,250.00
Nonresidential or mixed-use, 50,001 sq. ft. >greater gross floor area ²	\$1,250.00
Planned development ²	\$1250.00
Rezoning ²	\$500.00
Right-of-way vacation ²	\$500.00
Plat vacation ²	\$500.00
Major subdivision ²	\$1250.00 + \$50.00/lot
Other types of applications	
Sign Permit Review	\$50.00
Creative Sign	\$100.00
Comprehensive Sign Plan Review	\$50.00
Annexation ²	\$1000.00
Pre-Annexation agreement ²	\$500.00
Building Permit (Commercial & Multi-family)	20% of Building Dept or \$100.00 Minimum
Building Permit (Residential)	20% of Building Dept or \$50.00 Minimum
License to encroach ²	\$150.00
Certificate of Approval	Minor \$50.00/Major \$100.00
Designation of a Historic Landmark, District or Site	\$150.00
Appeal-decision of Commission or Board or Interpretation ²	\$150.00
Recording of Plats	Per Chaffee County Clerk & Recorder fee schedule
Developer or Business Parking Occupier Fee for Central Business Economic Overlay per Section 16-5-90	\$250 per space per year for 10 years; or \$2,500 per space
Fee in lieu of open space fees (residential subdivisions)	\$3,000.00 per residential
Fee in lieu of Fair Contributions to public School sites	
Fee in lieu of open space fees (Condominiums with 5 or more)	\$2,000.00 per condo unit
Can and Will Serve Letter ²	\$ 200.00
Title 32 Special District Service Plan ²	\$ 1,000.00

1. Any application may incur the cost of one or more of the above listed items.
2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen days (15) of invoice.



2020 Fees and Charges – Arts and Culture

TYPE OF SERVICE	FEE
Wedding Packages Wedding Packages include use of Ballroom, Plaza and Bride’s Room. Tables and chairs for ballroom and plaza are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$4995 High Season: May – September, Sunday thru Friday - \$4500 Low Season: October – April, Monday thru Sunday - \$4500
Wedding Packages – Scout Hut at Riverside Park Wedding Packages include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only). Tables and chairs are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.	High Season: May – September, Saturday - \$3495 High Season: May – September, Sunday thru Friday - \$3000 Low Season: October – April, Monday thru Sunday - \$3000
Room Rental Fees	
Ballroom	\$225 per hour
Theater	\$500/event or \$100 per hour with a 2-hour minimum
Riverside Annex	One room – \$50 per hour Two rooms - \$90 per hour Full Annex - \$120 per hour
Plaza	\$125 per hour
Paquette Gallery	\$100 per hour
Scout Hut	Main Floor - \$35 per hour/no set up, unstaffed Main Floor - \$50 per hour/set up, staffed with a 2-hour minimum Lower Level - \$35 per hour/no set up, unstaffed Lower Level - \$50 per hour/set up, staffed with a 2-hour minimum Kitchen - \$50 (for non-catered events)
NOTE: Use of multiple rooms or multiple day event pricing may be determined by the Arts and Culture Director or designee on a case by case basis.	
Audio/Visual Amenities	

A/V System per space (projector, 2 wireless microphones)	\$75
Plaza Sound System (up to 2 wireless microphones)	\$75
LCD Projector/Screen	\$75
Portable Video Screen (80")	\$15
Conference Phone	\$25
Concert Sound	TBD per event
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.45/piece
Dessert/Salad Plates	\$0.35/piece
Silverware (fork, spoon, butter/steak knife)	\$0.35/piece
Table Linens	\$12.00+/linen
Miscellaneous Amenities	
Heat Lamps	\$75/lamp
Ceremony Arbor	\$100
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$25 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$1 or \$2 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour



2020 Fees and Charges – Fire Department

TYPE OF SERVICE / FEE	FEE
-----------------------	-----

Commercial Business and Multi-Residential Plan Reviews: *Certificate of Occupancy Inspection (Final) included in fee schedule.*

0-1,000 Square Feet:		\$75
1,001-2,500 Square Feet:		\$100
2,501-5,000 Square Feet:		\$125
5,001-7,500 Square Feet:		\$225
7,501-10,000 Square Feet:		\$275
10,001- Square Feet:		\$275+\$ 0.02 per square foot
Site Plans:		\$125
2nd Review of above plans:		No charge
Each Review Beyond 2nd:		\$ ½ of original fee

Note: The City of Salida reserves the right to send out plans to an outside reviewing agency and plan review charges will be based upon the amount charged by the reviewing agency.

Business Inspections:

New Business Fire Inspection Fees:		\$50 (Initial Visit) No charge (First Follow-up Visit) \$ 35 (Any additional follow-up visits)
Existing Business Inspections:		\$35(Initial Visit) No charge (First Follow-up Visit) Any additional follow up visits \$35 per
City Permitted Vendor/Food Truck Inspections		\$25

Additional User Fees:

Fire works:		
Retail Sales:		\$125
Fireworks Displays Safety Inspection:		\$125

Fire Reports (Copies):

Homeowner:	No charge
Commercial	No charge
Insurance Company:	\$25

Fire Investigation Reports: (Copies)

\$25+ any additional expenses

False Alarm Fees (within one calendar year)

6 th -10 th occurrence	\$50
11 th -15 th occurrence	\$100
Over 16 th occurrence	Discretionary

POLICE DEPARTMENT FEE SCHEDULE 2020

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
	BICYCLES				
MTC 1412	Unlawful Number of Persons on Bicycle		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Attached Himself to Motor Vehicle		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride in Right-hand Lane as Required		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride on Right Side of Lane When Being Overtaken		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Ride Single File When Required		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Keep at Least One Hand on Handlebars		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Intending to Turn Left Disregarded Official Traffic Control Device		924 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Signal Intention to (Turn/Stop)		925 \$50	\$30+\$5	0
MTC 1412	Bicycle Rider Failed to Yield Right of Way to Pedestrian		925 \$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Front Lamp Visible 500 Feet to Front		931 \$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Red Reflector Visible 600 Feet to Rear		931 \$50	\$30+\$5	0
MTC 221	Bicycle Not Equipped With Side Reflective Material or Lamps		931 \$50	\$30+\$5	0
	EQUIPMENT				
MTC 202	Drove a Defective/Unsafe Vehicle		542 \$50	\$30+\$5	2
MTC 223	(Motorcycle/Motorized Bicycle/ Bicycle with Motor Not Equipped With One Brake		548 \$50	\$30+\$5	2
MTC 224	Unlawful use of Horn		551 \$25	\$30+\$5	0
MTC 224	Vehicle Had (No/Defective) Horn		550 \$25	\$30+\$5	0
MTC 225	Vehicle Had (Defective/Improper/No) Mufflers		552 \$25	\$30+\$5	0
MTC 226	Vehicle Did Not Have Rearview Mirror(s)		553 \$25	\$30+\$5	0
MTC 226	Rearview Mirror Did not permit minimum 200ft vision		554 \$25	\$30+\$5	0
MTC 226	Windows had certain materials prohibiting view		554 \$25	\$30+\$5	0
MTC 227	Vehicle Had (No/Defective) Windshield Wipers		555 \$25	\$30+\$5	0
MTC 228	Operated a Vehicle With (Improper/Unsafe) Tires		556 \$25	\$30+\$5	0
MTC 229	Vehicle Not Equipped With (Front Windshield Safety Glass in Front Windshield)		572 \$25	\$30+\$5	0
MTC 1411	Drove Vehicle While Wearing Earphones		467 \$25	\$30+\$5	0
MTC 502	Vehicle Had (Chains/Rope/Wire) (Swinging Dragging/Projecting) from Vehicle		561 \$25	\$30+\$5	0
MTC 608	Vehicle Not Equipped With Turn Signals as Required		540 \$25	\$30+\$5	0
MTC 610	Displayed Unauthorized Insignia on a Public Roadway		541 \$25	\$30+\$5	0
MTC 1409	Operated an Uninsured Motor Vehicle		956	SUMMONS	4
MTC 1409	Failed to Present Evidence of Insurance		957	SUMMONS	4
MTC 233	Alteration of Suspension System		\$25	\$30+\$5	0
MTC 234	Slow-moving vehicles - display of emblem		565 \$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
	IMPROPER/RECKLESS/CARELESS DRIVING AND ACTIONS				
MTC 710	Drove Vehicle Upon Sidewalk		166 \$75	\$30 +\$5	3
MTC 711	Drove Vehicle Improperly on Mountain Highway		146 \$75	\$30+\$5	3
MTC 1008	Following Too Closely		142 \$100	\$30 +\$5	4
MTC 1008	Unlawful Following By Vehicle Drawing another vehicle		165 \$100	\$30+\$5	4
MTC 1401	Reckless Driving		140	SUMMONS	8
MTC 1402	Careless Driving		141 \$110	\$30+\$5	4
MTC 1402	Careless Driving Caused Bodily Injury		139	SUMMONS	4
MTC 1404	Drove Vehicle Over Fire Hose		150 \$25	\$30+\$5	0
MTC 1413	Eluding or attempting to elude a police officer	O11		SUMMONS	12
MTC 1211	Limitations on Backing		153 \$50	\$30+\$5	2
	INTERFERENCE				
MTC 107	Disregarded (Lawful Order/ Direction of Police Officer Directing Traffic		900	SUMMONS	3
	LANE USAGE				
MTC 1007	Changed Lanes When Unsafe		221 \$75	\$30+\$5	3
MTC 1007	Failed to Drive in a Single Lane		223 \$75	\$30 +\$5	3
MTC 1007	Failed to Drive in Designated Lane		225 \$75	\$30+\$5	3
	LIGHTS & REFLECTORS				
MTC 204	Failed to Display Lamps When Required		611 \$50	\$30+\$5	2
MTC 202	Operated Vehicle With Defective/Missing Head Lamps		609 \$25	\$30 +\$5	1
MTC 205	Motor Vehicle Not Equiped with Head Lamps as Required		613 \$25	\$30+\$5	0
MTC 205	Motorcycle Not Equiped With Head Lamps as Required		614 \$25	\$30 +\$5	0
MTC 206	Vehicle not Equiped with Tail Lamps As Required		615 \$25	\$30+\$5	0
MTC 206	Vehicle had (No/Defective) License Plate lamps		619 \$25	\$30 +\$5	0
MTC 208	Vehicle had (No/Defective) Stop Lights		623 \$25	\$30+\$5	0
MTC 217	Failed to Dim Lights When Approaching an Oncoming Vehicle		632 \$50	\$30 +\$5	2
MTC 217	Failed to Dim Lights When Following Another Vehicle		632 \$50	\$30+\$5	2
MTC 219	Displayed more than 4 Lamps When Prohibited		635 \$25	\$30 +\$5	0
MTC 231	Drove on Highway with Park Light When Headlights Required		642 \$25	\$30+\$5	0
MTC 205.5	Lamps on motor vehicles - additional requirements.		613 \$25	\$30 +\$5	0
MTC 211	Lamps on farm equipment & other vehicles and equipment		543 \$25	\$30+\$5	0
MTC 212	Spot lamps and auxiliary lamps.		544 \$25	\$30 +\$5	0
MTC 209	Lamps or flag on projecting load		543 \$25	\$30+\$5	0
MTC 208	Vehicle had (No/Defective) Turn Signals		624 \$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
	Motorcycles				
MTC 232	Motorcycle (operator/passenger) had no Protective Eye ware as Required	161	\$25	\$30 +\$5	0
MTC 1502	Motorcycle (operator/passenger) under 18 Not Wearing an Approved Protective Helmet (Primary)	170	\$75	\$30+\$5	3
MTC 1502	Improper Riding on Motorcycle: State Violation	157	\$75	\$30 +\$5	3
MTC 1503	Illegal Operation of Motorcycle on Laned Roads	226	\$75	\$30+\$5	3
MTC 1504	Person on Motorcycle clung to Another Vehicle	158	\$75	\$30 +\$5	3
	MOTORIZED BICYCLES/MOTOR-DRIVRN CYCLES				
MTC 109	Low-power scooters, animals, skis, skates, & toy vehicles on highway	925	\$25	\$30 +\$5	0
MTC 220	Motor-Driven Cycle Not Equipped With Head Lamp as Required	931	\$25	\$30+\$5	0
MTC 220	Motorized Bicycle Did Not Have (Lamp/ Reflector Audible Signal/Brake) as required	931	\$25	\$30 +\$5	0
MTC 109.5	Low Speed electric vehicles	0	\$25	\$30 +\$5	0
	Obstructed/Obscured Vison-Interface With Driver				
MTC 201	Number of persons in front seat of vehicle obstructed vision	450	\$25	\$30 +\$5	0
MTC 201	Driver of Vehicle Allowed Passenger to Ride in an Unsafe Manner	457	\$25	\$30+\$5	0
MTC 201	Television Visible to Vehicle Operator	465	\$25	\$30 +\$5	0
MTC 201	Driver's Vision Obstructed Through Required Glass	452	\$25	\$30+\$5	0
MTC 201	Passenger in Vehicle (Interfered With Obstructed Vision of) Driver	453	\$25	\$30 +\$5	0
MTC 201	Person (Hung On/Attached Himself) to the Outside of Vehicle	456	\$25	\$30+\$5	0
MTC 201	Driver Permitted Person to (Hang On/Attach Himself to the Outside of Vehicle	457	\$25	\$30 +\$5	0
MTC 227	Material on (Windshield/Front Side Windows)Presented (Nontransparent/Metallic/Mirrored) Appearance (Note:Metallic/Mirrored Applies to Any Window	466	\$25	\$30+\$5	0
MTC 504	Projecting Load on Vehicle Obstructed Driver's Vision	462	\$25	\$30 +\$5	0
MTC 226	Load Obstructed View to Rear –No Mirrors	554	\$25	\$30+\$5	0
	OVERSIZE/OWERWITH/OVERLENGTH LOAD/Projecting				
MTC 503	Load Projected Beyond Fender of Left Side of Passenger Vehicle	515	\$25	\$30 +\$5	0
MTC 503	Load Projected More Than 6 Inches on Right Side of Passenger Vehicle	516	\$25	\$30+\$5	0
MTC 504	Rear Projection of Load Exceeded 10 Feet	529	\$25	\$30 +\$5	0
MTC 504	Load Projected Beyond Grill Assembly or Front Wheels	517	\$25	\$30+\$5	0
MTC 209	Lamp or flag on projecting load	543	\$25	\$30 +\$5	0
MTC 506	Trailers and towed vehicles	473	\$25	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS	
	PARKING VIOLATIONS					
MTC 210	Failed to Display Required Lights When Parked		350	\$25	\$30 +\$5	0
MTC 1202	(Stopped/Parked/Left Standing) Vehicle on Paved Portion of Highway		350	\$25	\$30+\$5	0
MTC 1203	Two Hour Parking		350	\$20		0
MTC 1206	Failed to (Lock Ignition of/Remove Key From) Parked Vehicle		350	\$25	\$30 +\$5	0
MTC 1206	Parked Vehicle Without Setting Brakes		350	\$25	\$30+\$5	0
MTC 1206	Parked Vehicle on Grade Without Turning Wheels to Side of Curb		350	\$25	\$30 +\$5	0
MTC 1207	(Opened Door/Left Door Open) Into Lane of Traffic (When Not Safe/and Interfered With Traffic		916	\$25	\$30+\$5	0
MTC 1208	Improper Use of Disabled Parking Privileges When Not Disabled		362	\$100	\$30 +\$5	0
MTC 1211	Limitations on Backing		153	\$50	\$30+\$5	2
MTC 1204	Stopping, standing, or parking prohibited in specified places					
(1) A,B,C,D,E,F,G,H,I				\$30	0	0
(2) F				\$30	0	0
(3) A				\$30	0	0
(2) A,C,D				\$30	0	0
(1) E,F,J,K				\$30	0	0
(3) B				\$30	0	0
(2) E				\$30	0	0
MTC 1204	Parking in a Fire Lane			\$50	0	0
MTC 1205	Double Parking, Parked Facing Wrong Way, Parked Over 12" From Curb			\$30	0	0
	PASSING					
MTC 802	Passed Vehicle Stopped for Pedestrian in (Marked Unmarked) Crosswalk		203	\$75	\$30 +\$5	3
MTC 1002	Failed to Yield One-Half of the Roadway to Oncoming Vehicle		190	\$100	\$30+\$5	4
MTC 1003	Passed on Left in Unsafe Manner		192	\$100	\$30 +\$5	4
MTC 1007	(Attempted to Pass/Passed) on Shoulder of Right Hand Traffic Lane		222	\$100	\$30+\$5	4
	PEDESTRIAN/ANIMAL RIDER VIOLATIONS					
MTC 802	Pedestrian Suddenly (Walked/Ran/Rode Bicycle Into Path of Vehicle		411	\$25	\$30 +\$5	0
MTC 805	(Pedestrian/Animal Rider) Failed to (Walk/ Ride) (Along/Upon) Roadway as Required		408	\$25	\$30+\$5	0
MTC 805	Pedestrian on Highway Under the Influence of (Alcohol or a Controlled Substance		803	Summons		0
MTC 801	Pedestrian obedience to traffic control devices and traffic regulations		401	\$25	\$30+\$5	0
MTC 803	Crossing at other than crosswalks		407	\$25	\$30 +\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
RIGHT OF WAY (VEHICLE/PEDESTRIAN)					
MTC 604	Failed to Yield Right-of-Way on Right Turn After Stop at Red Light		370 \$75	\$30+\$5	3
MTC 701	Failed to Yield Right-of-Way as Required at Uncontrolled Intersection		371 \$75	\$30 +\$5	3
MTC 703	Failed to Yield at Yield Intersection		372 \$75	\$30+\$5	3
MTC 703	Failed to Yield Right-of-Way When Proceeding From Stop Sign		373 \$75	\$30 +\$5	3
RIGHT OF WAY (VEHICLE/PEDESTRIAN) (Cont...)					
MTC 704	Failed to Yield Right-of-Way Upon Entering Highway (Use when vehicle enters from any place other than a Roadway		374 \$75	\$30+\$5	3
MTC 705	Failed to Yield Right-of-Way to Emergency Vehicle		375 \$100	\$30 +\$5	4
MTC 705	Failed to Yield Right of Way to a Stationary Emergency Vehicle		141 \$100	\$30+\$5	4
MTC 710	Failed to Yield Right-of-Way to Pedestrian Upon Entering (Alley/Driveway/Building)		378 \$100	\$30 +\$5	4
MTC 712	Failed to Yield Right-of-Way to Authorized (Vehicle/ Pedestrian) in Highway Work Area		382 \$75	\$30+\$5	3
MTC 712	Failed to Yield Right-of-Way to Authorized Service Vehicle Displaying Flashing Yellow Light		382 \$75	\$30 +\$5	3
MTC 802	Failed to Yield Right-of-Way to Pedestrian in Crosswalk		376 \$100	\$30+\$5	4
MTC 802	Failed to Yield Right-of-Way to Pedestrian at Steady Walk Signal		377 \$100	\$30 +\$5	4
MTC 807	Driver Failed to Exercise Due Care for Pedestrian		381 \$100	\$30+\$5	4
MTC 808	Driver Failed to Yield Right-of-Way to Disabled Person		380	Summons	6
MTC 710	Emerging from or entering alley, driveway, or building		166 \$75	\$30+\$5	3
SAFETY BELT/RESTRAINT					
MTC 236	Failed to (Provide/Properly Use) Rear Facing Child Restraint System (Less than 1 Year Old and Less Than 20 Lbs) (Primary)		574 \$50	\$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Forward Facing Child Restraint System (1 - 3 Years of Age/ More Than 20 lbs but Less Than 40 lbs) (Primary)		574 \$50	\$30 +\$5	0
MTC 236(2)(b)(I)	Failed to (Provide/Properly Use) An Approved Child Restraint System (4-5 Years of Age Less Than 55 Inches Tall) (Secondary Offense)		574 \$50	\$30+\$5	0
MTC 236	Failed to (Provide/Properly Use) Seatbelt (6-17Years of Age or More than 55" Tall) (Primary)		574 \$50	\$30 +\$5	0
MTC 237	Drove Vehicle When Safety Belt Not in Use		575 \$50	\$30+\$5	0
MTC 237	Drove Vehicle When Front Seat Passenger Not Secured By Safety Belt		960 \$50	\$30 +\$5	0
MTC 1405	Riding in trailers		156 \$50	\$30+\$5	0

STATUTE	CHARGE	Code	FINE	CC+VA	PTS
	SCHOOL BUS				
MTC 1903	Failed to Stop for Stopped School Bus Displaying Flashing Red Lights	420	Summons		6
MTC 1903	School Bus Driver Failed to Actuate Visual Signals as Required	422	Summons		2
MTC 1903	School Bus Driver Failed to Stop as Required	421	Summons		3
	SIGNALING				
MTC 903	(Failed to Signal as Required/Gave Improper Signal for Turn/Stop/Sudden Decrease in Speed	433	\$50	\$30+\$5	2
MTC 903	Improper Use of Flashing Turn Signal	433	\$50	\$30 +\$5	2
MTC 608	Failed to Use Turn Signals	433	\$50	\$30+\$5	2
MTC 609	Method of giving hand and arm signals	433	\$50	\$30 +\$5	2
	SPEEDING				
MTC 1101	Speeding (1-4 MPH Over Limit)	O20	\$50	\$47+\$5	0
MTC 1101	Speeding (5-9 MPH Over Limit)	OO4	\$70	\$47+\$5	1
MTC 1101	Speeding (10-19 MPH Over Limit)	OO5	\$120	\$47+\$5	4
MTC 1101	Speeding (20-24 MPH Over Limit)	OO6	\$150	\$47+\$5	6
MTC 1101	Speeding (25-39 MPH Over Limit)	OO6	Summons		6
MTC 1101	Speeding (40 MPH Over Limit)	O16	Summons		12
MTC 1101	Exceeded Safe Speeds for Conditions Indicate Actual speed/Safe Speed	OO7	\$75	\$47+\$5	3
MTC 1103	Impeded Normal Flow of Traffic	OO8	\$75	\$47+\$5	3
MTC 1105	Engaged in Exhibition of Speed	O17	Summons		5
	SPILLING LOADS – DAMAGING HIGHWAY				
MTC 512	Damaged (Highway/Highway Structure)	495	\$25	\$30+\$5	0
MTC 1406	(Left/Deposited/Threw) Foreign Matter on Highway	490	\$25	\$30 +\$5	0
MTC 1406	(Left/Deposited/Threw) Burning Material from a Motor Vehicle	491	Summons		0
MTC 1406	Failed to Remove (Lighted/Burning) Matter (Left/Deposited Thrown) on Highway	491	\$25	\$30 +\$5	0
MTC 1407	Spilled Load on Highway/Failed to Cover Load No Flaps When Required	494	\$25	\$30+\$5	0
	TRAFFIC CONTROLS				
MTC 106	Disobeyed Sign Closing Highway for (Construction/Event)	999	\$25	\$30+\$5	0
MTC 603	(Failed to Observe/Disregarded) Traffic Control Device	300	\$100	\$30 +\$5	4
MTC 604	Failed to Obey Traffic Control Signal	304	\$100	\$30+\$5	4
MTC 604	Failed to Stop for Traffic Control Signal at Place Required	305	\$100	\$30 +\$5	4
MTC 606	Displayed Unauthorized (Sign/ Signal/Marking/Device)	311	\$25	\$30+\$5	0

SCC	CHARGE	FINE	CC+VA
	SALIDA CITY CODE	Fine	CC+VA
	ANIMAL CONTROL		
SCC 7-5-250	Failed t Restrain and Confine Animal (At Large)		
	1st Offense (Within 12 Months)	\$35	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 7-5-220	Nuisannce Animal-Barking Dog		
	1st Offense (Within 12 Months)	\$25	\$30 +\$5
	2nd Offense (Within 12 Months)	\$50	\$30 +\$5
	3rd Offense (Within 12 Months)	\$100	\$30 +\$5
	After 3rd Offense Within 12 Months	\$300	\$30 +\$5
SCC 11-6-70	Prohibited Acts and Conditions- Dogs in parks	\$25	\$30 +\$5
	Alcohol/Tobacco/Drugs Charges		
SCC 10-7-30 E	Open Container in Vehicle	\$75	\$30 +\$5
SCC 10 -7-30	Possession/Consumption of Alcoholic beverages in certain places	\$100	\$30+\$5
SCC 10-6-70	Possession of Tobacco by a Minor	\$50	\$30 +\$5
SCC 10-7-10	Illegal possession/consumption of Alcohol by an underage person		Summons
SCC 10-7-60	Possession of Drug Paraphernalia		Summons
SCC 10-7-70	Possession of Cannabis		Summons
	PUBLIC DECENCY		
SCC 10 -5-140	Urinating In Public	\$75	\$30 +\$5
SCC 10-5-130	Public Nudity	\$75	\$30+\$5
SCC 10-3-90	Spitting of Littering	\$50	\$30 +\$5
	Noise Violations		
SCC 10-9-50	Prohibited Noise Activities	\$50	\$30 +\$5
SCC 10-9-60	Motor Vehicle Noise Prohibited	\$50	\$30+\$5
	PUBLIC PARK VIOLATIONS		
SCC 11-6-10	Interference with Private Activities		SUMMONS
SCC 11-6-60	City Park Closure- Remaining After Dark	\$25	\$30 +\$5
SCC 11-6-50	Skating in Salida Skate Park W/O Protective Gear (Helmet and Pads)	\$50	\$30+\$5
SCC 10-3-30	Obstructing or Interfering with public way	\$50	\$30+\$5
SCC 11-6-20	Overnight Camping in Parks	\$50	\$30 +\$5
	MISCELLANEOUS		
SCC 8-2-30	Riding Bicycle on Sidewalks	\$25	\$30 +\$5
SCC 8-2-40	Skateboards/Rollerblades on Sidewalks Within Prohibited Skating Limits	\$25	\$30+\$5
SCC 8-2-20	Squeal/Spin Tires- Lose Traction With Road	\$50	\$30 +\$5
SCC 8-2-50	Unnecessary Horn noise	\$25	\$30+\$5
SCC 13 3 90	Watering on Wrong Day/Time	\$25	\$30 +\$5
SCC 10-3-80	Improper Dumping of Garbage, Trash, & Dangerous Materials	\$100	\$30+\$5
SCC 10-5-50	ASSAULT		SUMMONS
SCC 10-5-10	Disorderly Conduct		SUMMONS
SCC 10-4-50	Theft		SUMMONS



2020 Fees and Charges for Public Works Services

TYPE OF PERMIT / SERVICE / RENTAL	Fee
Sidewalk Permit	\$40.00
Driveway Permit	\$50.00
Street Cut Permit (One Lane), <i>\$1,000 Deposit Required</i>	\$200.00
Street Cut Permit (Two Lane) <i>\$1,500 Deposit Required</i>	\$300.00
Alley Cut Permit	\$125.00
Curb & Gutter Permit	\$45.00
Lateral Cuts in Asphalt	\$1.00/ft (\$40 min)
Boring under Asphalt Streets	\$150.00
Fire Hydrant Meter Rental	\$ 50.00
Water Line Tap at Main Line – Physical Connection Fee (up to 1’’)	\$275.00
Sewer Line Tap at Main Line – Physical Connection Fee (4’’)	\$240.00 - \$400.00
Temporary Water Disconnection Fee (other than for non-payment on account)	1x annually – no charge; \$40.00/occurrence thereafter
Permanent Disconnection of Water Line	\$100.00
Municipal Worker Hourly Charge	\$45.00 / hr
Public Works Truck Charge	\$50.00 / hr
Public Works Equipment Charge	\$100.00 / hr

NOTES:

1. Any application may incur the cost of one or more of the above listed items.
2. In the event the City must retain professional services to process or evaluate an application, the applicant shall bear the costs for the review, including engineers, consultants and attorney review time. A deposit of 2x the application fee to cover the reasonable anticipated costs for publication of notice and outside professional services shall be required from the applicant at the time of the application. Any balance of the deposit remaining after completion of the review shall be refunded. If the deposit is insufficient for the costs incurred, the Applicant shall pay the additional amounts within fifteen days (15) of invoice.
3. All other fees are nonrefundable.
4. Permit fees shall be increased by the greater of \$100 or double the normal fee if work is started prior to issuance of permit.
5. Street cut permit requires a deposit of \$1,000/1-lane & \$1,500/2-lanes.
6. Public works municipal worker, trucks, and equipment charges apply to repairs to public property damage or other similar events.



REQUEST FOR CITY COUNCIL ACTION

Meeting Date: December 17, 2019

AGENDA ITEM NO. New Business – 5.c.	ORIGINATING DEPARTMENT: Administration	PRESENTED BY: Drew Nelson
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ITEM:

Resolution 2019-65 – Joining Colorado Communities for Climate Action

BACKGROUND:

On November 18th, the City Council received a presentation from Jacob Smith, Executive Director of Colorado Communities for Climate Action (CC4CA). CC4CA is a coalition of counties and municipalities advocating for strong state and federal climate policy. The City Council has discussed that it understands that climate change poses significant risks to the City of Salida and that effective state and federal policies will assist the City in meeting its climate goals. The attached Resolution would enter the City of Salida into membership with CC4CA.

Attached are both a one-page description of CC4CA (along with a list of members) and the Policy Statement for 2019-2020.

FISCAL NOTE:

The cost of membership in CC4CA for the City of Salida is \$5,000, which was approved as part of the 2020 Annual Budget.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2019-65.

SUGGESTED MOTIONS:

A City Councilperson should make a motion to approve Resolution 2019-65, a Resolution to join Colorado Communities for Climate Action, followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 65
(Series of 2019)**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
TO JOIN COLORADO COMMUNITIES FOR CLIMATE ACTION**

WHEREAS, the Salida City Council has appointed a Sustainability Committee that is working to make recommendations on a potential Climate Action Plan; and

WHEREAS, the Salida City Council recognizes the significant climate impacts to our community and many others that are already taking place, and the likelihood that these impacts will continue to intensify in the coming years, including additional infrastructure costs, health impacts to community members, economic impacts to businesses, water supply and water quality challenges, and others;

WHEREAS, the Salida City Council recognizes that local policies and local action, while critical, will not alone be sufficient to meet our own climate, energy, and sustainability goals, nor will they alone be sufficient to reduce the severity of climate change and its impacts to our community;

WHEREAS, Colorado Communities for Climate Action (CC4CA) was established to further the adoption of federal and state policies that will: a) strengthen statewide and federal policies impacting greenhouse gas emissions in Colorado; and b) provide local governments in Colorado with the tools, funding, flexibility, and authority necessary to adopt effective climate protection strategies; and

WHEREAS, the City of Salida desires to have an effective voice in the development of statewide energy and greenhouse gas reduction policies;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SALIDA, AS FOLLOWS:**

1. The aforementioned recitals are hereby fully incorporated herein.
2. That the City of Salida will join Colorado Communities for Climate Action and expresses support for the Colorado Communities for Climate Action 2019-2020 Policy Statement.

RESOLVED, APPROVED AND ADOPTED this 17th day of December, 2019.

CITY OF SALIDA, COLORADO

By _____
P.T. Wood, Mayor

[SEAL]

ATTEST:

Sonia Walter, City Clerk

CC4CA Policy Statement

Effective July 1, 2019

Colorado Communities for Climate Action is a coalition of local governments advocating for stronger state and federal climate policy. CC4CA's policy priorities for 2019-2020 reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate.

CC4CA generally focuses on legislative, regulatory, and administrative action, supporting efforts that advance the general policy principles and the detailed policy positions described below, and opposing efforts that would weaken or undermine these principles and positions.

General Policy Principles

The following general principles guide the specific policies that Colorado Communities for Climate Action advocates for:

Supports collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection.

Supports state and federal programs to reduce carbon pollution, including adequate and ongoing funding of those programs.

Supports analyses, financial incentives, and enabling policies for the development and deployment of clean energy technologies.

Supports locally driven and designed programs to support communities impacted by the clean energy transformation.

Supports prioritizing policies that put people at the center of decision-making, do not exacerbate or create disparities in growing the green economy, and enhance equitable outcomes for all.

Policy Positions

Colorado Communities for Climate Action supports the following policy positions:

Statewide Climate Strategies

1. Reducing statewide carbon emissions consistent with or greater than the State of Colorado's 2019 codified goals.

Reducing greenhouse gas emissions is at the heart of CC4CA's policy positions. CC4CA supports the state's new goals for reducing emissions and regulatory actions that support or accelerate meaningful emission reductions.

CC4CA supports other actions by the Colorado Public Utilities Commission, the Colorado Department of Public Health and Environment, the Air Quality Control Commission, and other state agencies and entities to ensure that Colorado achieves or exceeds established emission reduction goals and timelines. CC4CA believes it essential that the state government provide an opportunity for meaningful, sustained collaboration with local governments in developing specific climate actions tied to meeting the state's goals.

2. Securing accurate, frequent greenhouse gas inventories and forecasts for Colorado.

CC4CA recognizes the importance of credible inventories and forecasts in assessing the effectiveness and cost-efficiency of various emissions reduction strategies. Updated sector-specific emission baselines and projections are vital in making strategic decisions about maintaining progress toward and improving the state's emissions reduction efforts. CC4CA supports the Colorado Department of Public Health and Environment's new requirements to conduct frequent and accurate greenhouse gas emissions inventories and forecasts. CC4CA also supports opportunities for local jurisdictions to access data from the ongoing updates, and the ability to engage in designing the reporting structure that is most useful for stakeholders.

3. Adopting a comprehensive market-based approach to reduce Colorado's greenhouse gas emissions.

Climate change is resulting in part from the failure of markets to put a price on climate pollution. Because there is no cost to emit heat-trapping gasses, producers have no incentive to eliminate them. Society bears the increasing cost of this pollution as climate change progresses. To overcome this market failure, CC4CA supports a market-based approach to reducing carbon emissions statewide, including policies to ensure the benefits of legislation accrue justly and equitably to impacted communities. A market-based approach could be undertaken at national,

regional, or state levels, and could take different forms. One approach is a fee or tax on climate pollution. Another is a cap-and-trade program that allows trading of limited emission rights that are sold and then could be traded to achieve economically efficient emission reductions. Examples include the Regional Greenhouse Gas Initiative covering 10 northeastern U.S. states and California's statewide cap-and-trade program.

4. Expanding the consideration of the environmental and health costs associated with the use of fossil fuels.

The social cost of carbon is a measure of the economic harm from the environmental and health impacts of emitting one ton of carbon dioxide into the atmosphere, expressed as the dollar value of the total damages. CC4CA supports the Public Utilities Commission's new requirements in SB19-236 to consider the social cost of carbon when making decisions related to electric utilities. CC4CA supports expanding the use of a social cost of carbon to other emissions modeling efforts, including to clean energy plans submitted by utilities to the Air Quality Control Commission. Additionally, CC4CA supports the use of a social cost of carbon in the decision-making processes associated with other emissions sectors such as heating and transportation.

Local Climate Strategies

5. Removing barriers and promoting opportunities that allow counties and municipalities to maximize the deployment of local clean energy and climate options.

The deployment of local energy generation and distributed technologies will continue to be a critical component of Colorado communities' climate efforts. In many cases, regulatory or legislative limitations exist that will need to be removed for communities to fully explore new local program options and technologies that can effectively reduce fossil fuel use, increase energy resilience, and support community values related to climate protection. For example, the integration of local renewable energy generation, storage technologies, and microgrids all support a local jurisdiction's ability to address the supply side of energy-related emissions. These strategies should be designed to ensure affordable, accessible, and equitable delivery of reliable clean energy for everyone.

6. Enabling local governments to obtain the energy use and other data they need to effectively address climate change.

Local governments need convenient and consistent access to data that is essential for developing and administering local programs related to greenhouse gas emissions. For example, access to uniform data from electric and gas utilities is critical for implementing building energy use disclosure and benchmarking programs designed to make sure building owners, tenants, and others are fully

informed about energy performance. Local governments also struggle to get consistent data regarding waste collection and disposal, oil and gas operations, and other sources of heat-trapping emissions. CC4CA supports state government actions and policies that lead to uniform systems for collection and distribution of data from investor-owned and public utilities that is easily accessible to local governments, while still protective of data privacy for residents and businesses.

7. Supporting a public process for evaluating retail energy choice options for local jurisdictions.

A growing number of cities and counties are establishing ambitious near-term energy goals, but there is currently no practical way to reach many of these goals because the jurisdictions have little choice or control over the energy sources used to produce their electricity. These communities, as well as businesses with energy or sustainability goals, deserve a solution that is timely and cost-effective. CC4CA does not advocate for any particular solution, but rather calls for an inclusive and transparent public process to evaluate all of the options. This process should be led by state level decision-makers and informed by a broad variety of stakeholders including local governments with energy goals, business interests, environmental and consumer advocates, utilities, independent power producers and marketers, and the general public.

8. Supporting policies that promote energy efficient buildings.

More than 40 percent of the energy consumed in the United States is tied to the use of buildings. Building codes, consequently, are among the most powerful tools available for reducing carbon pollution (and, not incidentally, saving money in both residential and commercial buildings). CC4CA supports the newly-adopted state law directing local code jurisdictions to adopt one of the three most recent energy codes, and also supports jurisdictions having the option to adopt “advanced” energy codes such as those that meet Net Zero standards.

However, the pace of improvements to energy performance in codes has stalled with the 2015 and 2018 versions of the International Energy Conservation Code. International Code Council processes allow local governments to vote on proposed provisions in pending codes. Building departments, fire authorities, sustainability departments, utilities and other similar groups are all eligible voting members. Through this policy position, CC4CA could encourage its members to participate in the voting process. This policy position recognizes the ability of local governments to influence energy codes “upstream” while retaining the ability of local governments to choose when to adopt codes and/or make local amendments.

9. Providing for equitable strategies to enable and accelerate beneficial electrification.

“Beneficial electrification” refers to replacing direct fossil fuel consumption (e.g., propane, natural gas, gasoline) with electricity in end uses like heating buildings, heating water, and transportation. While the ability to decarbonize fossil fuels is limited, electricity will continue getting cleaner (including Colorado’s goal for 100% renewable electricity by 2040), meaning that electrification will generally lower GHG emissions and has the potential to lower energy costs as well. Electrification of the US transportation, commercial, and residential sectors would reduce GHG emissions by 70%. Replacing natural gas heat with electric heat pumps is one example: heat pumps are over 200% efficient at capturing heat from the air, ground or waste sources. They also cool buildings, which will be especially important as climate change causes hotter summers.

Enabling policies would need to look at energy consumption holistically and across the economy. CC4CA supports policies, strategies and practices that accelerate locally-sensitive beneficial electrification targeting the most practical, high impact, and valuable fuel switching opportunities while saving money for consumers, reducing GHG emissions, improving quality of life, and making the electric grid more robust and resilient.

Energy Generation

10. Accelerating retirement of existing fossil fuel generation facilities and their replacement with cost-effective and reliable clean energy supplies, through means that protect both utilities and consumers.

Wind and solar energy is now cheaper than the energy generated by many aging coal plants and is increasingly cost competitive with natural gas power plants. Colorado is blessed with some of the best solar and wind resources in the country, which should allow for a quicker and a more affordable transition to clean energy. The key to unlocking emission reductions and electricity bill savings is developing a legal framework allowing utilities and their customers to equitably share the benefits and costs. CC4CA supports actions in Colorado to enable the early retirement of fossil fuel-based power plants and their replacement with clean energy sources, while protecting the economic interests of both the utilities owning the power plants and electricity customers. In Colorado, there is an opportunity to recover up to \$1.5 billion in undepreciated asset value by existing coal-plant owners to facilitate the voluntary phased retirement of the coal plants.

11. Expanding the ability of electric cooperatives to independently purchase local renewable electricity and take other steps to reduce carbon pollution.

Tri-State Generation and Transmission Association’s electric cooperative customers have faced the imposition of contractual limitations and steep fees when attempting

to expand their use of local renewable energy sources. CC4CA supports the ability of electric cooperatives to purchase non-polluting electricity without limitations like these.

12. Expanding distributed generation, energy storage, high levels of renewable energy generation (distributed and utility-scale), and appropriate technologies through grid modernization.

A wide array of grid modernization policies and actions are available to both communities and utilities that can reduce energy consumption, better align availability of electricity to demand, expand renewable energy generation, and collectively reduce carbon pollution from the power generation sector (while also improving reliability and reducing cost). CC4CA supports policies and funding that result in these types of grid modernization efforts in Colorado.

Energy Efficiency

13. Expanding demand side savings from efficiency and conservation for all energy types.

While the 2019 legislative session produced significant greenhouse gas emissions legislation, no new action was taken to update utility-level efficiency goals. As GHG and renewable energy goals ratchet up in coming years, a continued focus on least-cost energy efficiency is important to minimize ratepayer costs and ease the transition to more renewable sources. Governor Hickenlooper's Executive Order D 2017-015 set a new goal to achieve two percent per year energy efficiency by 2020, which is readily achievable and should be extended beyond that date. The state of Massachusetts, for example, had an electric energy efficiency target of 2.95% for 2018.

Moreover, no recent state actions have included energy efficiency targets for natural gas utilities or unregulated fuels such as propane. Establishing a two percent annual energy efficiency savings target for these utilities is one potential action. Such actions could also include encouraging municipal and cooperative utilities to adopt and achieve similar efficiency targets and exploring mechanisms for establishing similar goals for non-utility energy providers (e.g., propane sales).

14. Supporting ongoing and sustainable funding for weatherization and renewable energy assistance to low-income households so that all Coloradans have access to comfortable and affordable homes.

Reducing energy bills is a key component to home affordability, and low-income households are often forced to spend a disproportionately large percentage of their income on energy utility bills. Assisting families and seniors by increasing the safety and comfort of their homes while reducing their energy bills will allow all Coloradans greater choice in where they live while also improving energy efficiency.

Sources of existing funding for programs include the annual federal Weatherization Assistance Program allocation, supplemental funds from state severance tax dollars and utility allocated demand side management funds. CC4CA also supports expanding programs to assist these households with obtaining renewable energy, both onsite and as part of community solar gardens. Additionally, programs that assist communities in transition from coal-dominated economies should include these types of weatherization and renewable energy programs to assist those community members who need it most and to help build the local clean energy economy.

15. Providing counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.

Unlike their home rule municipal peers, Colorado's counties and statutory cities and towns in many cases lack authority to adopt and implement many energy conservation policies and programs. For example, only Colorado home rule cities have statutory authorization to enact energy conservation ordinances despite how effective they are for improving the energy efficiency and performance of existing residential and commercial buildings. Enabling legislation is needed to provide Colorado's counties and statutory cities and towns with the authority necessary to enact policies and programs that can support and promote energy conservation within their jurisdictions.

Transportation

16. Ensuring effective implementation of Colorado's vehicle emissions standards and other regulatory activities designed to reduce carbon emissions from vehicles.

Transportation remains one of the largest sources of greenhouse gas emissions in Colorado, and strengthening emissions rules and expanding electric vehicle deployment are two central strategies for reducing transportation-related greenhouse gas emissions. To this end, CC4CA supports adoption of motor vehicle emission standards equal to or exceeding those already adopted by California, including requirements for zero-emission vehicles and collaborative efforts for effective implementation.

17. Implementing the 2018 Colorado Electric Vehicle Plan and other efforts to increase electrification of all motor vehicles.

The 2018 Colorado Electric Vehicle Plan provides a good roadmap for accelerating the purchase and use of electric vehicles, including a goal of having nearly one million on the road by 2030. One key component of an effective EV strategy is adequate public charging stations, including an abundance of DC fast charging stations, to increase general awareness and provide assurance of the ability to

charge vehicles on longer trips. This is especially true in rural areas and along highway corridors. Other important elements include incentive and grant programs, increased EV availability and model types, reduced barriers to expanding EV fleets and transit, and expanding EV education and outreach. Colorado should continue taking advantage of other opportunities to expand EV deployment as well. For instance, CC4CA supports the current plan to commit all of Colorado's remaining share of the Volkswagen emissions control violations settlement to the construction of electric vehicle charging infrastructure across the state and to the purchase of zero emission transit vehicles.

18. Increasing multimodal transportation funding.

Multi-modal options are expanding but access and availability are still limited in many areas. CC4CA supports increasing the proportion of multimodal funding in transportation plans across Colorado, assigning a significant amount of dedicated multi-modal funding with new funding sources and allocations, generally prioritizing expanding high-speed electric transit and bus rapid transit, employing transit-oriented design principles where appropriate, promoting transit alternatives over general purpose highway lane alternatives when feasible, and expanding accessible, bicycle, and pedestrian infrastructure.

19. Incentivizing and selecting mobility alternatives, including movement of both people and goods, based on energy efficiency and environmental costs and benefits.

Evaluating transportation alternatives in terms of their transportation efficiency—that is, the efficiency and environmental costs of moving people and goods—can be a powerful tool for reducing emissions from the transportation sector. CC4CA generally supports a range of strategies for improving transportation efficiency, including: promoting a mode-shift away from single-occupancy use of vehicles to shared and high-capacity vehicle use; comparing the efficiency of transportation alternatives based on energy consumption and carbon emissions per unit of payload delivery; employing Context Sensitive Solutions or similar processes to determine the local environmental and social impacts of all major transportation projects; including the full range of costs in the life-cycle analyses of competing transportation alternatives; supporting the use of Travel Demand Management strategies for all high-capacity highway corridors; incentives/fees designed to encourage ride-sharing or other strategies aimed at lowering per rider GHG emissions generated by operators of Transportation Network Companies like Lyft and Uber; and encouraging the deployment of connected vehicle technology.

Fossil Fuel Extraction Activities

20. Expanding monitoring of and reducing the full life cycle emissions from fossil fuel extractive industry activities.

The mining and extraction of fossil fuels can result in significant levels of direct carbon pollution. One primary culprit is methane. Methane has a shorter-lived but much more potent heat-trapping effect than carbon dioxide. Reducing methane emissions is consequently a highly effective way to buy time to implement more comprehensive actions to reduce industry-wide carbon dioxide emissions. SB19-181 directs the Colorado Department of Public Health and Environment to consider developing more stringent regulations to control the release of methane from the production and transportation of oil and natural gas. CC4CA supports actions like these to reduce greenhouse gas emissions throughout the entire extraction and transportation processes involving raw fossil fuels. CC4CA also supports expanded monitoring of the full life cycle emissions from these activities.

Solid Waste Reduction

21. Granting CDPHE the authority to implement a plan for meeting Colorado's statewide and regional solid waste diversion goals.

In August 2017, the Colorado Solid and Hazardous Waste Commission adopted new statewide and regional municipal solid waste diversion goals, including separate goals for 11 Front Range counties and for the remainder of the state for the years 2021, 2026, and 2036. CC4CA supports CDPHE having the authority it needs to meet these goals and supports increased data collection and reporting by the waste hauling industry, including statewide reporting standardization.

22. Reducing the use of disposable/single-use products and promoting the reuse of materials.

Existing protocols for emissions inventories do not include emissions associated with the use of resources other than landfill-related emissions. However, C40 Cities investigated the consumption-based emissions from 79 cities, focusing on the goods and services consumed and used by residents, and found that total consumption-based emissions were approximately 60% higher than the traditional energy sector-based inventories. Construction and demolition waste, for example, is an important contributor to emissions. CC4CA supports traditional recycling and composting initiatives, legislative efforts like eliminating the state's preemption of local authority to ban the use or sale of specific types of plastic materials or products or restrictions on containers for consumer products, and strategies to reduce the embodied emissions associated with the goods and services consumed.

23. Fostering infrastructure, policies, incentives, and programs for recycling and composting.

Zero waste strategies such as recycling, composting, reuse, and source reduction are proven solutions that reduce emissions of both carbon dioxide and methane and can be implemented immediately. Recycling 90% of our discards by 2030 would reduce U.S. greenhouse gas emissions by the equivalent of closing more than 80 U.S. coal-fired power plants. However, Colorado has a poor waste diversion rate of 12% compared with the national average of 35%. Not all recycling and compost solutions are created equal, so individual proposals and policies should be evaluated based on their potential to reduce emissions in both the short and long term

The largest climate benefit from recycling is the reduced energy and materials needed to manufacture new products. CC4CA supports a range of actions, including encouraging remanufacturing and market development for recycled products, including purchasing policies that include recycled-content standards.

For organic waste, composting is often an effective strategy. Forty percent of our waste is organic material, which not only produces methane when it breaks down anaerobically (e.g., in landfills), but can be a powerful climate solution when converted aerobically into compost. Research is just starting to quantify the carbon sequestration potential of this material. CC4CA supports food waste diversion and rescue efforts as well as purchasing policies that drive market development.

General

24. Promoting proactive programs and efforts that improve the resilience and adaptability of Colorado communities in the face of natural disasters and other major challenges associated with climate change.

Even under the best case greenhouse gas emissions scenarios, some degree of climate change and climate disruption will continue for years to come. CC4CA encourages and supports initiatives that increase community resilience (e.g., of community infrastructure) to climate-amplified economic challenges and that help communities prepare for human-caused and natural hazards through education, research, planning, design, construction, operation and maintenance. Emergency response planning can incorporate climate change science, for instance. Similarly, local jurisdictions can utilize comprehensive risk and vulnerability assessments that consider event likelihood and consequence, encourages mitigation strategies, monitors outcomes, and addresses recovery and return to service. This type of resilience planning should be routinely included in the planning/design process for infrastructure at all government levels.

25. Optimizing the potential for carbon sequestration through regenerative agriculture, improved soil health, and forest management.

The United Nations' 2018 report on limiting global warming emphasizes the importance of increasing land-based carbon sequestration. Sequestering a significant portion of the anthropogenic CO₂ already emitted into the atmosphere involves a range of strategies including carbon farming via regenerative agriculture, and afforestation and reforestation. Combined, these two sequestration strategies could capture and store an estimated 27 gigatons of CO₂/year globally.

Regenerative agriculture involves holistic land management practices that sequester carbon while improving soil health, crop yields, water resilience, and nutrient density – an immense opportunity to convert agriculture from a net source of CO₂ into a carbon sink. Forest management practices emphasizing carbon storage can occur at both the landscape and urban scale. CC4CA supports policies aimed at creating new mechanisms and opportunities that support Colorado's agricultural sector through land use policies and incentives that recognize the importance of healthy ecosystems on addressing climate change, in addition to policies, resources and strategies to optimize the carbon sequestration potential of Colorado's urban and natural forests.

26. Incorporating equity, accessibility, and just transition considerations into climate policies and actions.

Climate change impacts everyone, but certain communities (e.g., people of color, low-income communities, immigrants) stand to be disproportionately impacted due to deep-rooted systems (e.g., systemic racism, housing costs). Conversely, those who have contributed the most to climate change have much better capacity to protect themselves from its impacts. As the effects of climate change mount, so does the urgency of addressing this equity challenge. CC4CA supports approaching equity in a holistic manner, focusing on dividing the burden of responding to the threat of climate change and sharing the opportunities and benefits of climate action. CC4CA recognizes that equity challenges are presented both between and within our local jurisdictions and we support the need to identify and accelerate opportunities for enhanced synergies between climate action and development needs and priorities of communities and individuals.

CC4CA supports the type of just transition efforts proscribed by SB19-236 and HB19-1314, such as the creation of a new state Just Transition Office and requiring investor-owned utilities to incorporate workforce transition plans when proposing an electric generating facility retirement. CC4CA supports the expansion of the just transition requirement to all electric utilities to ensure Colorado communities and workers are protected and can access the benefits associated with the clean energy transition.

27. Encouraging investments that achieve climate-positive solutions.

Divesting assets of fossil fuel-related holdings is an increasingly utilized climate action strategy. CC4CA supports policies that encourage entities investing public dollars to consider partial or full divestment as part of their investment strategies.

28. Maintaining protections and authorities currently provided under environmental laws like the Clean Air Act and the Clean Water Act.

Protecting Colorado's air, water, and land is vital to its environment, economy, and people. The protections and authorities afforded by landmark federal laws such as the Clean Air Act and Clean Water Act are foundational to the fight against climate change. For example, the 2007 ruling by the U.S. Supreme Court that greenhouse gas emissions are air pollutants and thus subject to regulation under the Clean Air Act, and the subsequent 2009 U.S. Environmental Protection Agency endangerment finding that indeed, such emissions present a danger to public health, obligate our federal government to utilize the protections provided by the Clean Air Act to take action to limit emissions. Local governments rely on these protections and can be critical allies in this effort, as scores of communities across Colorado already are implementing a broad array of initiatives to advance climate protection at the local level, and often doing so in collaboration with the state and federal governments. CC4CA communities support the protections and authorities provided under the body of existing environmental law and will strongly oppose legislative, regulatory, and other efforts to roll back or diminish them.



Colorado Communities for Climate Action

May 2019

Colorado Communities for Climate Action is a coalition of counties and municipalities advocating for strong state and federal climate policy.

Climate change is a defining challenge of this century. As local governments and local elected officials, we have a unique perspective on the threats and challenges that climate change poses, a perspective that is often overlooked in the policy debates. Our members have come to understand that climate change poses unique and severe risks to our communities and that we cannot meet our own local climate goals without effective state and federal policy.

The coalition's 27 local government members include:

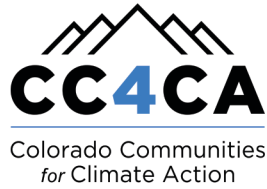
- Aspen
- Avon
- Basalt
- Boulder
- Boulder County
- Breckenridge
- Carbondale
- Clear Creek County
- Crested Butte
- Dillon
- Eagle County
- Fort Collins
- Frisco
- Golden
- Lafayette
- Longmont
- Louisville
- Mountain Village
- Nederland
- Northglenn
- Pitkin County
- Ridgway
- San Miguel County
- Summit County
- Telluride
- Vail
- Westminster

Colorado Communities for Climate Action has adopted, by unanimous consent among its members, a policy agenda that guides the coalition's efforts. The Policy Agenda includes promoting plans and actions to:

- Extend current authorities and provide new ones for local action.
- Set new state climate-protection goals.
- Define and implement concrete steps to meet those goals.
- Reduce carbon pollution through concrete new policies on electricity generation, energy efficiency, transportation, and waste management.
- Ensure that all of Colorado benefits from the clean energy transformation.

CC4CA is represented by Eliza Schultz of Schultz Public Affairs and Elisabeth Rosen of Political Advocacy, Inc. at the state capitol, and the Rocky Mountain Climate Organization provides administrative and organizational support.

For more information:
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Colorado Communities for Climate Action

October 2019

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Benefits of the Coalition

Collaboration

Working together through Colorado Communities for Climate Action, local governments can influence state and federal actions more than individual jurisdictions can alone. CC4CA works for strong collaboration between state and local governments, maximizing the return on local efforts.

Cost-Effectiveness

Pooling resources to secure professional representation is the most cost-effective way for local governments to sustain a focused and impactful presence at the state and federal levels.

Local Support

The coalition also offers networking opportunities to members and produces analyses and materials in support of coalition and member priorities and actions.

Current Policy Priorities

Colorado Communities for Climate Action works to shape state and federal climate policy. Coalition members annually update a Policy Statement that guides the coalition's advocacy efforts. The Policy Statement includes:

- Actively supporting pro-climate action legislation and opposing bills that undercut state or local climate authority.
- Advocating for state policies and actions that put Colorado on the path to significant greenhouse gas emissions reductions and empower local governments to take effective action in their own communities.
- Representing local interests in state agency proceedings on climate protection, energy efficiency, and clean energy, and advocating for continued and strengthened federal climate actions and against efforts to roll back federal policies and programs.

The coalition's 29 local government members include:

- Aspen
- Avon
- Basalt
- Boulder
- Boulder County
- Breckenridge
- Carbondale
- Clear Creek County
- Crested Butte
- Dillon
- Eagle County
- Erie
- Fort Collins
- Fraser
- Frisco
- Golden
- Lafayette
- Longmont
- Louisville
- Mountain Village
- Nederland
- Northglenn
- Pitkin County
- Ridgway
- San Miguel County
- Summit County
- Telluride
- Vail
- Westminster

Budget and Annual Dues

CC4CA members pay annual dues to provide the resources for effective coalition operations, including representation by professional advocacy consultants in the General Assembly and before state agencies. Dues are based on population size. Within each population category, local governments have a choice of dues amounts (Base, Base Plus, etc.). Every member of the coalition has the same voice and vote regardless of the dues level they select.

Population Size	Base	Base Plus	Core	Core Plus
Over 100,000	\$15,000	\$22,500	\$30,000	\$40,000
50,000 - 100,000	\$10,000	\$15,000	\$20,000	\$27,500
5,000 - 49,999	\$5,000	\$7,500	\$10,000	\$13,500
1,000 – 4,999	\$1,000	\$1,750	\$2,500	\$3,500
Under 1,000	\$500	\$750	\$1,000	\$1,250

Coalition Management

The coalition is guided by a steering committee comprised of representatives from member jurisdictions and an executive director, with other committees of member representatives making decisions on particular subjects. A unanimous vote of all members is required to set CC4CA's Policy Agenda. Eliza Schultz of Schultz Public Affairs and Elisabeth Rosen of Political Advocacy, Inc. represent the coalition at the state capitol and the Rocky Mountain Climate Organization provides administrative and organizational support.

For more information:
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CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
OCTOBER 2019



The City of Salida Sales Tax, Chaffee County Sales Tax, and Retail Marijuana Tax Report examines tax collections for the month of October 2019, which were remitted to the City of Salida in December 2019, and includes an analysis for the year-to-date results along with prior-year results.

Summary Results for City Sales, Chaffee County Sales, and Retail Marijuana Taxes

Total October 2019 City sales tax collections increased \$65,993 (13.9%) as compared to October 2018. Collections are up year to date by \$542,786 or 10.9%. The City's portion of Chaffee County sales tax collections were up \$32,038 or 20.0% for October. The State allocation of Marijuana Tax was lower by (\$3,439) compared to October 2018.

In total sales tax receipts are 11.5% higher than last year at this time and are exceeding budget projections by \$598,285 (8.6%). In the tracking by industry report, all industries are up year to date with grocery seeing the highest increase. The marijuana industry which is usually broken out in this section has been excluded this month as only one vendor paid sales tax this month and privacy rules do not allow us to report a single company's sales tax.

Current Month

	October 2019	October 2018	2019 - 2018 \$ Change	2019 - 2018 % Change	October 2019 Budget	2019 Budget \$ Variance	2019 Budget % Variance
3% Sales Tax	\$ 540,110	\$ 474,117	\$ 65,993	13.9%	\$ 486,728	\$ 53,381	11.0%
1% County Tax	\$ 192,288	\$ 160,250	\$ 32,038	20.0%	\$ 164,513	\$ 27,775	16.9%
Marijuana	\$ 3,241	\$ 6,680	\$ (3,439)	-51.5%	\$ 6,858	\$ (3,617)	-52.7%
Total	\$ 735,638	\$ 641,047	\$ 94,591	14.8%	\$ 658,098	\$ 77,540	11.8%

Year to Date

	YTD 2019	YTD 2018	2019 - 2018 \$ Change	2019 - 2018 % Change	YTD 2019 Budget	2019 Budget \$ Variance	2019 Budget % Variance
3% Sales Tax	\$ 5,534,834	\$ 4,992,048	\$ 542,786	10.9%	\$ 5,124,836	\$ 409,998	8.0%
1% County Tax	\$ 1,918,940	\$ 1,686,073	\$ 232,867	13.8%	\$ 1,730,922	\$ 188,017	10.9%
Marijuana	\$ 76,876	\$ 74,622	\$ 2,255	3.0%	\$ 76,606	\$ 270	0.4%
Total	\$ 7,530,650	\$ 6,752,742	\$ 777,908	11.5%	\$ 6,932,365	\$ 598,285	8.6%

CITY OF SALIDA, COLORADO
CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
OCTOBER 2019



3% City Sales Tax by Industry

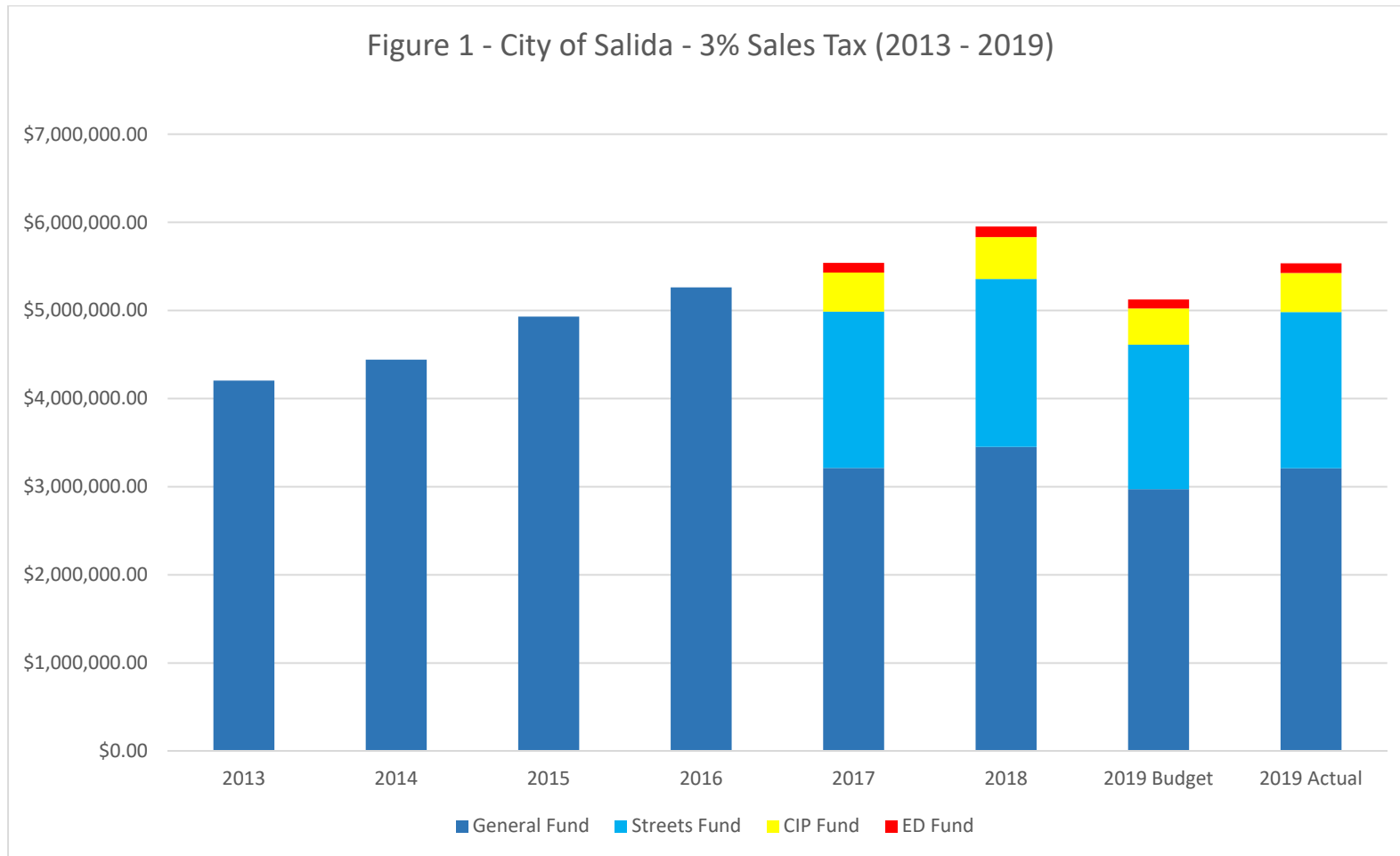
Current Month

	October 2019	October 2018	2019 - 2018 \$ Change	2019 - 2018 % Change
Retail	\$ 182,545	\$ 167,543	\$ 15,002	9.0%
Restaurants	\$ 61,486	\$ 58,037	\$ 3,449	5.9%
Grocery	\$ 48,675	\$ 36,427	\$ 12,248	33.6%
Lodging	\$ 32,997	\$ 22,236	\$ 10,761	48.4%
Building Supply	\$ 35,438	\$ 27,102	\$ 8,336	30.8%
Automobile	\$ 21,922	\$ 31,710	\$ (9,788)	-30.9%
Liquor	\$ 14,984	\$ 17,240	\$ (2,256)	-13.1%
All Other	\$ 142,063	\$ 113,822	\$ 28,241	24.8%
Total	\$ 540,110	\$ 474,117	\$ 65,993	13.9%

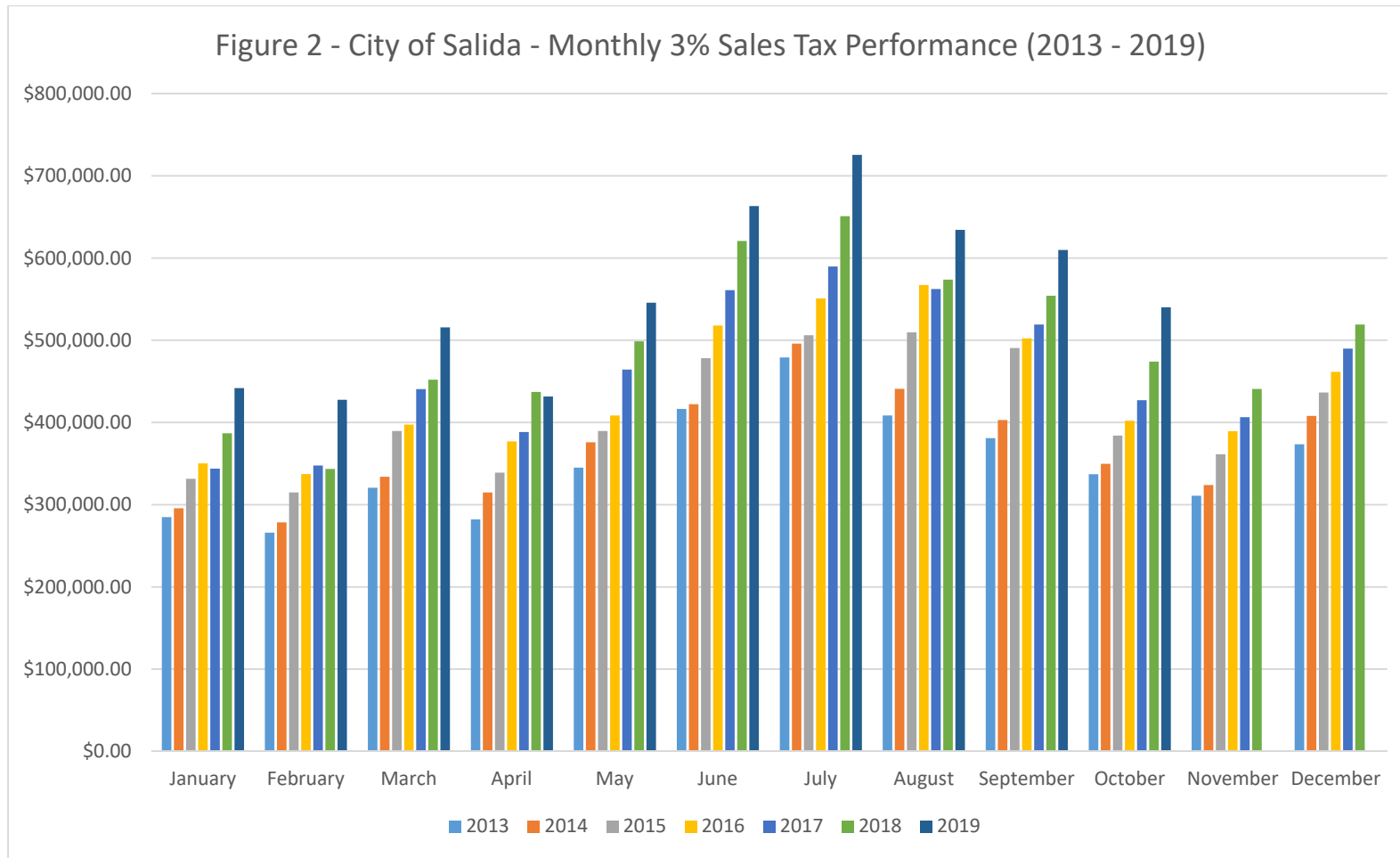
Year to Date

	YTD 2019	YTD 2018	2019 - 2018 \$ Change	2019 - 2018 % Change
Retail	\$ 1,771,809	\$ 1,678,371	\$ 93,438	5.6%
Restaurants	\$ 740,818	\$ 705,481	\$ 35,337	5.0%
Grocery	\$ 555,077	\$ 429,959	\$ 125,118	29.1%
Lodging	\$ 371,457	\$ 311,088	\$ 60,369	19.4%
Building Supply	\$ 320,427	\$ 288,497	\$ 31,930	11.1%
Automobile	\$ 277,414	\$ 276,133	\$ 1,281	0.5%
Liquor	\$ 154,776	\$ 148,392	\$ 6,384	4.3%
All Other	\$ 1,343,056	\$ 1,154,127	\$ 188,929	16.4%
Total	\$ 5,534,834	\$ 4,992,048	\$ 542,786	10.9%

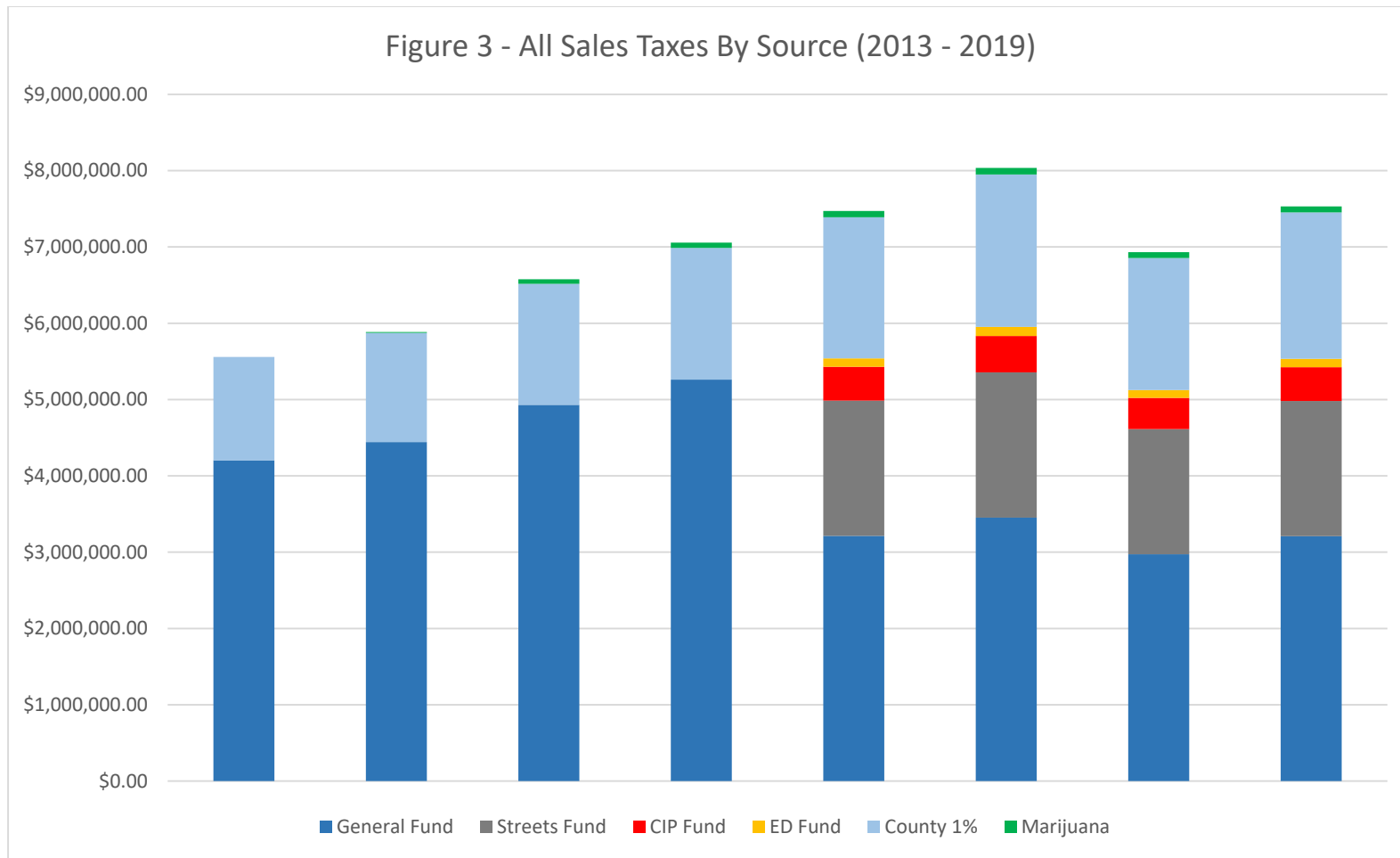
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CITY SALES, COUNTY SALES, AND RETAIL MARIJUANA TAX REPORT
OCTOBER 2019

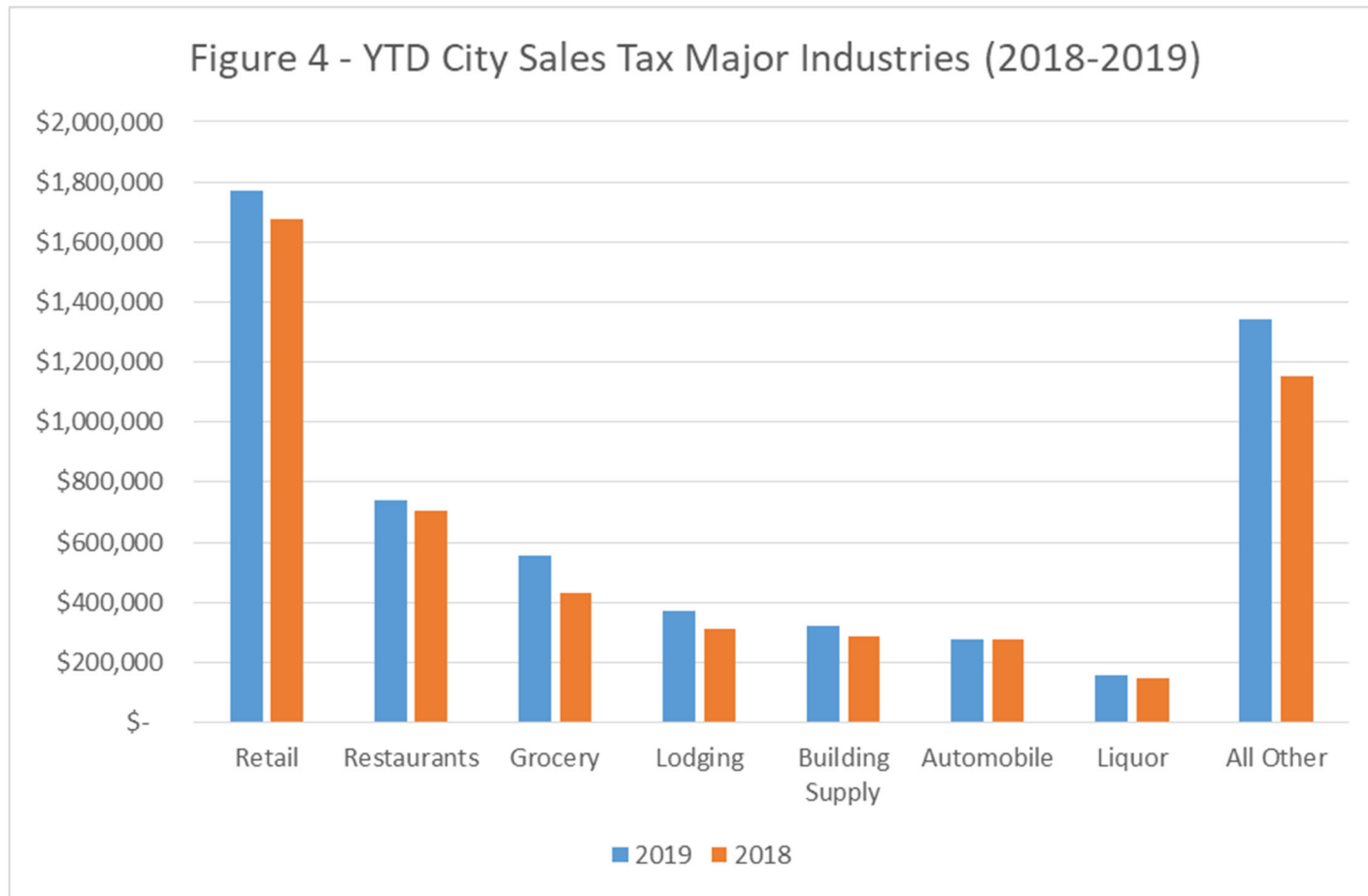


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CITY OF SALIDA, COLORADO
BUDGET TO ACTUAL COMPARISON
TEN MONTHS ENDING OCTOBER 31, 2019



The purpose of this report is to show a very broad overview of how actual financial performance is tracking against budget goals year-to-date. The City’s general ledger has 9 distinct funds and just under 2,000 accounts utilized for recording financial data. This report shows total revenues and expenses to date by fund, and Fund Balances at a point in time. Budgets and annual audited financial reports are available online at <https://cityofsalida.com/library/financial-documents>. If you would like more detail of any area of interest, please contact Aimee.Tihonovich@CityofSalida.com. Staff remain optimistic that financial goals set in the 2019 budget will be met or exceeded.

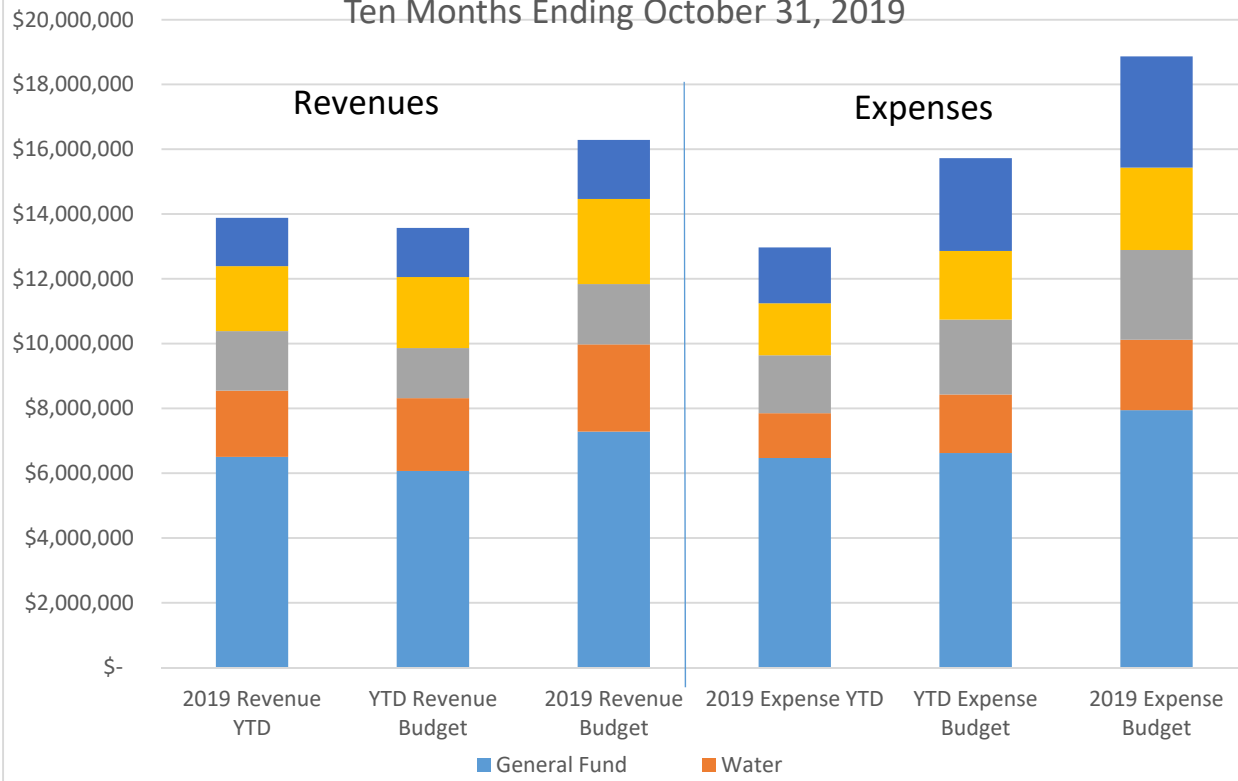
Key Financial Performance Tracking as of October 31, 2019

<u>Fund</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>	<u>Budget Variance</u>	<u>% Variance</u>
Revenues					
General Fund	\$ 6,504,068	\$ 6,069,069	\$ 7,282,883	\$ 434,999	6%
Water Fund	\$ 2,045,173	\$ 2,245,458	\$ 2,694,550	\$ (200,285)	-7%
Wastewater Fund	\$ 1,837,132	\$ 1,549,330	\$ 1,859,196	\$ 287,802	15%
Streets Fund	\$ 2,004,186	\$ 2,192,464	\$ 2,630,957	\$ (188,278)	-7%
All Other	\$ 1,492,089	\$ 1,516,488	\$ 1,819,785	\$ (24,399)	-1%
Expenses					
General Fund	\$ 6,468,217	\$ 6,620,130	\$ 7,944,156	\$ 151,913	2%
Water Fund	\$ 1,385,990	\$ 1,811,923	\$ 2,174,307	\$ 425,933	20%
Wastewater Fund	\$ 1,786,508	\$ 2,310,010	\$ 2,772,012	\$ 523,502	19%
Streets Fund	\$ 1,602,919	\$ 2,119,171	\$ 2,543,005	\$ 516,252	20%
All Other	\$ 1,723,715	\$ 2,861,932	\$ 3,434,318	\$ 1,138,217	33%
Revenue over (under) expense					
General Fund	\$ 35,851	\$ (551,061)	\$ (661,273)	\$ 586,912	
Water Fund	\$ 659,183	\$ 433,536	\$ 520,243	\$ 225,647	
Wastewater Fund	\$ 50,624	\$ (760,680)	\$ (912,816)	\$ 811,304	
Streets Fund	\$ 401,267	\$ 73,293	\$ 87,952	\$ 327,974	
All Other	\$ (231,626)	\$ (1,345,444)	\$ (1,614,533)	\$ 1,113,818	
Available Ending Fund Balance					
General Fund	\$ 5,271,205	\$ 4,684,293	\$ 4,574,081	\$ 586,912	
Water Fund	\$ 4,346,287	\$ 4,120,640	\$ 4,207,347	\$ 225,647	
Wastewater Fund	\$ 2,405,037	\$ 1,593,733	\$ 1,441,597	\$ 811,304	
Streets Fund	\$ (492,151)	\$ (820,125)	\$ (805,466)	\$ 327,974	
All Other	\$ 646,199	\$ (467,619)	\$ (736,708)	\$ 1,113,818	

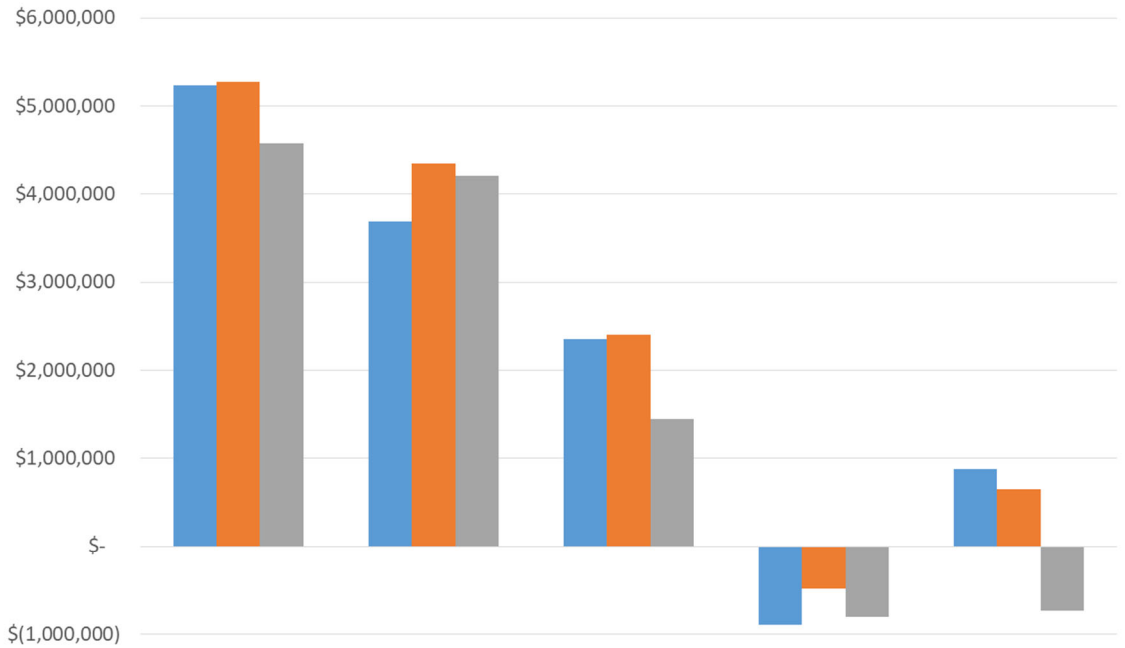
Note: Ending Fund Balance is calculated by taking beginning of year audited fund balance and adding the year to date revenue over or (under) expense. Audited available fund balances as of January 1, 2019 are as follows:

<i>General Fund</i>	<i>\$5,235,354</i>	<i>Streets Fund</i>	<i>(\$893,418)</i>
<i>Water Fund</i>	<i>\$3,687,104</i>	<i>All Other</i>	<i>\$877,825</i>
<i>Wastewater Fund</i>	<i>\$2,354,413</i>		

Revenue & Expense Budget to Actual in Total all Funds Ten Months Ending October 31, 2019



Fund Balance 1/1/2019 compared to 10/31/2019 actual and budget



	General Fund	Water	Wastewater	Streets	All Other
■ Beginning Fund Balance	\$5,235,354	\$3,687,104	\$2,354,413	\$(893,418)	\$877,825
■ Ending Fund Balance	\$5,271,205	\$4,346,287	\$2,405,037	\$(492,151)	\$646,199
■ Budgeted Ending	\$4,574,081	\$4,207,347	\$1,441,597	\$(805,466)	\$(736,708)



CHAFFEE COUNTY
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December 9, 2019 Board of County Commissioners Work Session Report and Activity Update

I. Building Inspection:

A. Permit Activity

- **Permits** issued in November 2019: 260 (BMEP only)
2018: 209 (BMEP only)
 - * BMEP = Building, Mechanical, Electrical, & Plumbing permits
- **Total Revenue** collected in November 2019: \$71,101.47 (all divisions)
2018: \$71,577.57 (all divisions)
- **Total Revenue** YTD through November 2019: \$1,455,735.91 (all div.s)
2018: \$1,261,598.16 (all div.s)
 - % of Total budgeted revenue collected through September: 121.31%
- **SFDs** issued in November 2019: 8
Salida: 1 BV: 1 Poncha: 0 County: 6
- **2019 year-to-date permit totals:**

Salida:	976	30 SFDs
Buena Vista:	519	71 SFDs
Poncha Springs:	364	46 SFDs
Unincorporated County:	<u>1,684</u>	<u>123 SFDs</u>
Total Number of Permits Issued:	3,543	*270 SFDs
- **2018 permit totals through November:**

Salida:	896	77 SFDs
Buena Vista:	506	56 SFDs
Poncha Springs:	168	20 SFDs
Unincorporated County:	<u>1,413</u>	<u>111 SFDs</u>
	2,983	*264 SFDs

*SFDs include only new detached single-family dwellings and do not include duplexes, ADUs, townhouses, apartment units etc.

B. New Commercial Projects

Salida:

- **211 E 3rd Street:** A permit was issued to install a handicap ramp at Mountain River Credit Union.
- **203 E. Street:** Permits were issued for an interior remodel at Star Point.

Buena Vista:

- No new commercial permits were issued in November.

Poncha Springs:

- **10230 Hwy 50:** The plans for a new commercial building at Holiday RV were denied as the building was designed to an incorrect wind speed. The engineer was contacted on 11/18/19.

County:

- **7800 CR 150:** A permit was issued for a new commercial storage garage.
- **13243 Midland Way:** A permit for a commercial repair garage was disapproved based on significant missing or incorrect information on the plans. The engineer was contacted regarding these deficiencies.
- **405 E. Street:** A permit was issued for a retaining wall and shoring at the Salida Regional Library.
- **7802 CR 150:** A permit was issued for an interior finish of an existing storage garage and the a change of use was approved to convert this space into manufacturing and associated storage.
- **26832 CR 310:** Permits were issued for some camper cabins at this address.

C. Inspection Totals

- We performed 996 field inspections in the month of November.

D. Legislative Update

- Nothing new to report.

II. Planning & Zoning

A. Land Use Code: The Planning Commission work session at the November 19 meeting included discussion of the first two items below of the Land Use Code;

- A citizen-initiated amendment to 5.2.3.C, Agricultural Subdivision Exemption was heard in a joint work session on November 26, 2019 and will be heard in Public Hearing on **January 28, 2020**.
- An amendment to the definition of Outfitting Facility in Article 15 of the LUC was discussed at the joint work session on November 26, 2019, this item will be further discussed at the work session on **January 28, 2020**.
- A citizen-initiated amendment to Table 2.2 and Section 7.8.22 to allow a retail center for Medical/Retail Marijuana sales in the Industrial zone. This was discussed by the Planning Commission in work session on January 9, 2019 and was heard in a Public Meeting on February 26, 2019. The Planning Commission recommended approval of the text amendment. This item was heard by the BoCC on March 12, 2019 and continued to a joint work session with the PC held on May 8, 2019 at which time all commissioners agreed that public input on this topic should be taken. Public input has begun with a short survey distributed at the Comp Plan kickoff.
- An amendment to Table 2.1 to change the Central Water or Sewer Provision to add "Central Water." This was discussed by the Planning Commission in work session on January 9, 2019 and will be heard in Public Meeting on a date yet to be determined.
- An amendment to Article 15, Definitions to add definitions of Central Water System and Central Sewer System. This was discussed by the Planning Commission in work session on January 9, 2019. Planning Commissioner

Curgus has research to share with the Planning Commission and this will be discussed at a future work session.

- An amendment to Article 5.2.3.I, Plat Amendments to require Public Notice. This was discussed by the Planning Commission in work session on January 9, 2019 and will be heard at a future Public Meeting.

B. Buena Vista Intergovernmental Agreement: Buena Vista has designated a Municipal Services Area that was adopted by the Buena Vista Planning Commission in October. Staff met with former Mayor Joel Benson and Principal Planner Mark Doering on October 2, 2019 to review the preliminary map and discuss specific language contained in the IGA. Buena Vista anticipates adoption of a new 3 Mile Plan by the end of the year which will facilitate adoption of the IGA. The IGA has been reviewed by County staff and forwarded to the Town.

C. Comprehensive Plan: Staff continues to meet with Cushing Terrell on a bi-weekly basis on the comp plan project. Drop-in meetings are scheduled for Salida on December 10 and in Buena Vista on December 11. Planning staff will attend these meetings.

D. Land Use Applications Current / Pending / in progress:

Applications Scheduled for Public hearing:

- Lakeside Estates Preserve, LLC, just west of Buena Vista has submitted an application for Minor Subdivision of Parcel B into 2 lots. This application will be heard by the PC on **January 28, 2020** and the BoCC on **February 11, 2020**.
- Hawkins Minor Subdivision Final Plat at the west end of Sunshine Acres on the North side of Highway 50 proposes to divide 9.1 acres into 2 lots of 3 and 9 acres with access through Lot 1, Block A of Sunshine Acres. The application was before the Planning Commission on May 28, 2019 and was approved for agency review. The application was before the PC on November 19, 2019 and recommended for approval. The application will be before the BoCC on **December 10, 2019**.
- The Boldt-Frazier Alley Vacation and Replat proposes the vacation of a portion of the alley in Block 19 in the Townsite of Garfield in conjunction with a Board of Health variance for an OWTS. The application will be heard by the BoCC on **December 10, 2019**.
- The Loeffel Heritage Water Subdivision Exemption at 36095 CR 385, north of Buena Vista proposes to create two lots of 29.8 and 18.5 acres. The application will be before the BoCC on **December 10, 2019**.
- The Moltz Heritage Water Subdivision Exemption at the NE corner of Hwy 24/285 and CR 301 proposes the creation of a 2.15 acre lot. This application will be heard by the BoCC on **December 17, 2019**.
- The Schweitzer Major Subdivision No. 2 at 10350 CR 155, a resubdivision of a lot created by Minor Subdivision, proposes the creation of one 2 acre lot. This application was before the Planning Commission on November 19, 2019 and was recommended for approval. The application will be before the BoCC on **December 10, 2019**.
- Lark's Perch Major Subdivision preliminary plan, located south of Hutchinson Lane and east of the Canyons ROSI, proposes the division of a 37 acre

parcel into 13 lots. This application was before the PC on January 29, 2019 and recommended for Approval. The application was before the BoCC on February 12, 2019 and approved. After agency review the application was before the Planning Commission on November 5, 2019 and continued to **January 14, 2020** to allow the applicant to prepare additional materials. The application was continued by the BoCC on November 12, 2019 to **February 11, 2019**.

- The RGP Industrial Park Major Subdivision preliminary plat on the south side of CR 140 across from the west end of the Harriet Alexander Field runway proposes 5-2.1 acre lots in the industrial zone with no residential use. This application was heard and recommended for approval by the PC on November 27, 2018. The application was heard and approved by the BoCC on December 12, 2018. After agency review, the application was to be before the Planning Commission on July 30, 2019 and the BoCC on August 30, 2019 but was continued at the request of the applicant. The application was to be heard by the Planning Commission on September 24, 2019 but was **continued** to October 29, 2019 and then November 19, 2019 and then **January 28, 2020** at the applicant's request.

Recently Approved, Denied or Withdrawn Applications:

- The THS Investments Plat Amendment of Lot 42, Weldon Creek proposes the reconfiguration of the building envelope at the same acreage as the original plat. This application was before the BoCC on November 6, 2019 and approved.
- The Virga Minor Subdivision final plat at 6644 CR 110 proposes to divide 9.4 acres into 2 lots of 3.0 and 6.4 acres. Application was heard and recommended for approval by PC on November 28, 2017. The application was referred to the Army Corps of Engineers and encountered a substantial delay in receiving a response. Accordingly, Staff suspended the time frame for the final plat in accordance with Article 4.6.1 of the Land Use Code. USACE did respond on September 18, 2019. This application was before the Planning Commission on November 5, 2019 and was recommended for approval. The application was before the BoCC on November 12, 2019 and approved.
- The Sellers-Rice Boundary Line Adjustment at 14002 and 14525 CR 175 near Turret proposes to correct an existing encroachment. This application was heard by the BoCC on November 6, 2019 and approved.

Applications Requiring Applicant Action:

- The Morrison Heritage Water Subdivision Exemption at 15974 CR 306 proposes the creation of one Lot and one outlot in conjunction with a Minor Subdivision. The HWSE was heard by the BoCC on November 19, 2019 and approved. The Minor Subdivision was heard by the PC on November 19, 2019 and was recommended for approval.
- Rio Frio Minor Subdivision sketch plan on CR 300 proposes division of the 27-acre Parcel 1 of the Nestle Water/Jacobson Boundary Line Adjustment into 4 residential lots, 2 common use outlots and Rio Frio Lane. The application was before the Planning Commission on September 24, 2019

and was recommended for approval. The application was before the BoCC on October 10, 2019 and approved.

- Centerville Ranch Major Subdivision preliminary plan proposes 133 lots ranging in size from 1.5 to 9.3 acres on 495 acres within a 907-acre ranch. This application was heard by the Planning Commission on January 29, 2019 and recommended for approval. The application was before the BoCC on February 12, 2019, continued to February 21, 2019 and then continued to March 12, 2019 for a special meeting at the fairgrounds. At the March 12 meeting the BoCC approved the sketch plan and directed the County Attorney to draft a Resolution. The Resolution was approved by the Board at the March 19, 2019 meeting and Central Colorado Conservancy presented a concept for a Conservation Easement that would encompass the southerly 2/3 of the ranch. The application was sent to review agencies. The Preliminary Plan is for Phase I of 62 Lots. The application was heard by the Planning Commission at a special meeting held at the Fairgrounds on August 21, 2019 and recommended for approval. The application was before the BoCC at another special meeting held on September 4, 2019 and approved.
- Ruby Mountain Minor Subdivision sketch plan, located east of the Arkansas River adjacent to the Ruby Mountain campground, proposes to divide a 19.7-acre parcel into two lots. This application was before the PC on January 29, 2019 and recommended for approval. The application will be sent for agency review upon receipt of the final submittal.
- El Rancho Vaquero Minor Subdivision north of the Buena Vista rodeo grounds proposes to divide the outlot created by the Heritage Water Subdivision into 3 lots of 9.6 to 9.8 acres. The Minor Subdivision was before the Planning Commission on February 26, 2019 and recommended for agency review.
- Whispering Pinons Acres Major Subdivision Sketch Plan at 11341 CR 206, west of the Poncha Springs Cemetery, proposing 12 lots on 40 acres was heard and approved by the BoCC on March 13, 2018. Staff granted a 6-month extension to submit the preliminary plat through September 13, 2019.

Out of Compliance Applications:

- Estates at Mt. Princeton Phase II & III (OLD) are required to be completed by 06/08/2015 (sketch plans for multiple filing subdivisions are valid for a maximum of 5 years under the old regulations). The PUD development agreement also refers to a five-year term, requiring that all phases have final approval within 5 years. Staff had a pre-application meeting with the applicant on 6/4/15. No application submitted to date. This subdivision is out of compliance. Staff met with representatives of Mt. Princeton Holdings and Phelps Engineering on September 30, 2019 and it was agreed that Phases II & III will need to be considered as a new application. A replat of lots in Phase I was also discussed. No application has been submitted at the date of this report.

E. County Property adjacent to Fairgrounds: Henderson Land Surveying has been engaged to prepare an additional Subdivision Exemption for Public Benefit to

create an approximately 20-acre parcel for fairgrounds expansion. The Salida School District has expressed interest in the remaining lands for a school site. The current owner of the residential parcel has expressed interest in expanding their boundaries by purchasing land from the county.

- F. Harriet Alexander Field:** Staff has been researching deeds for the airport to resolve ownership of approximately 3 acres along the northerly boundary. A boundary line agreement with Yuniker Ranch is being prepared to finalize the issue. Staff is also researching whether an easement for the runway protection zone exists on the west end of the runway on the Padoven property.
- G. North Fork Acres Homeowners Association:** During discussion of the Monarch Shadows Minor Subdivision it was noted that the NFHOA does not own Hanging Tree Drive as the developer let it revert to Chaffee County in a tax sale. NFHOA is requesting that Chaffee County deed the road to the HOA. Planning Staff is working with the applicant and this will be before the BoCC at a date to be determined.
- H. CR 162 Fiber Optic line Installation:** Staff is working with Central Colorado Telecom and the Forest Service to secure a utility easement within the FRTA easement to provide service to Alpine and St. Elmo.
- I. Nestle Waters:** Staff continues to work with Nestle Waters in anticipation of a permit amendment and renewal of the 1041 permit. The 2018 Annual Report was received by staff on May 1, 2019. Staff met with Larry Lawrence on August 6, 2019 to review renewal submittal requirements. Nestle has submitted an application for extension of the permit without amendment. This application is being scheduled for hearing in January 2020.
- J. Homestake pipeline reconstruction 1041 permit:** Staff met with Homestake representatives to discuss an amendment of this 5-year permit for an additional 5 years to repair additional sections of pipeline.
- K. Valley View School:** Salida School District has proposed the transfer of this property to Chaffee County. Staff has noted that the 2004 transfer of this property from the Richardson Family was not in conformance with the Land Use Code. A survey of the property is being prepared in anticipation of an Exemption for Public Benefit to facilitate the transfer.
- L. Subdivisions subject to SIA with Lot Sales Restrictions:**
 - 1. Estates at Mt. Princeton: LSR on Phase 1, Lots 10 and 16-27; was extended through June 27, 2019. Staff met with the applicant on September 30, 2019, see out of compliance applications.
 - 2. Lakeside Preserve: The BoCC granted a final extension to the Lot Sales Restriction through November 01, 2019. Applicant has requested final inspection and approval of Teal Ct.
 - 3. River Meadow Estates Addition, Fil. 1-4; LSR was extended through October 20 2029
 - 4. Shikoba Acres Fil. 2: LSR was extended through July 6, 2023.
 - 5. Westwinds: LSR Lots 35-45 Filing 3 & Lots 46-49 and 52-55, Filing 4. Developer has entered into an escrow agreement with the County (\$270,000). Lot 46, Filing 4 was released in April, 2019. \$170,000 authorized for release on June 25, 2019. The remaining funds were authorized for release on August 22,

2019. Staff is working with the owner on final inspection and approval of the roads.
6. Bos Minor Subdivision: LSR on all 4 lots through November 11, 2019. This may require extension.
7. Chipeta Meadows Minor Subdivision: LSR on Lot 1 through July 13, 2019. This requires extension
8. Longhorn Ranch: Chaffee County holds an escrow account of \$10,000 for completion of improvements.
9. Oak Leaf Solar Farm: Improvements and Maintenance Agreement through July 27, 2019. The applicant has submitted the funds required by the Improvements Agreement and has submitted an application for the building permit.
10. Rafter's Roost: Improvements and Maintenance Agreement through October 31, 2021 for Phase I and through October 31, 2024 for Phase II.
11. Strother Minor Subdivision: LSR through July 7, 2023.

M. Violation Investigations

1. Wyzkiewicz/Hirschey Property – 11341 CR 206. Building and Zoning violations. This property is being platted as Whispering Pinons Acres Major Subdivision, see items requiring applicant action. Staff is working with the applicant toward resolution of the building and land use violations.
2. Staff is reviewing 3 properties in Trout Creek Meadows on Singletree Road for possible camping violations.
3. Nathrop Properties – white metal Junk
4. 28417 CR 337, A violation letter was sent May 22, 2017 for operation of a salvage yard in a residential zone, accumulation of trash, and pole barn built without permits. The certified mail receipt was returned to the County with a received date of June 10, 2017. Staff has not been contacted by the property owner. This matter has been referred to the County Attorney. Staff is working with Daniel Tom on how to handle this currently.

III. Engineering

A. Road and Bridge

1. Staff received confirmation from Eric Bergman from CCI concerning our request (change order) for the Granite bridge grant. CCI has approved our request to change the Granite bridge project from a new bridge to rehabilitated bridge. As a condition of the approval, the engineering must be completed in 2020 and construction in 2021. Staff has been preparing a RFP for the new scope of work.

B. Plan Review

1. Staff reviewed the following plans:
 - a. Salida Library shoring design

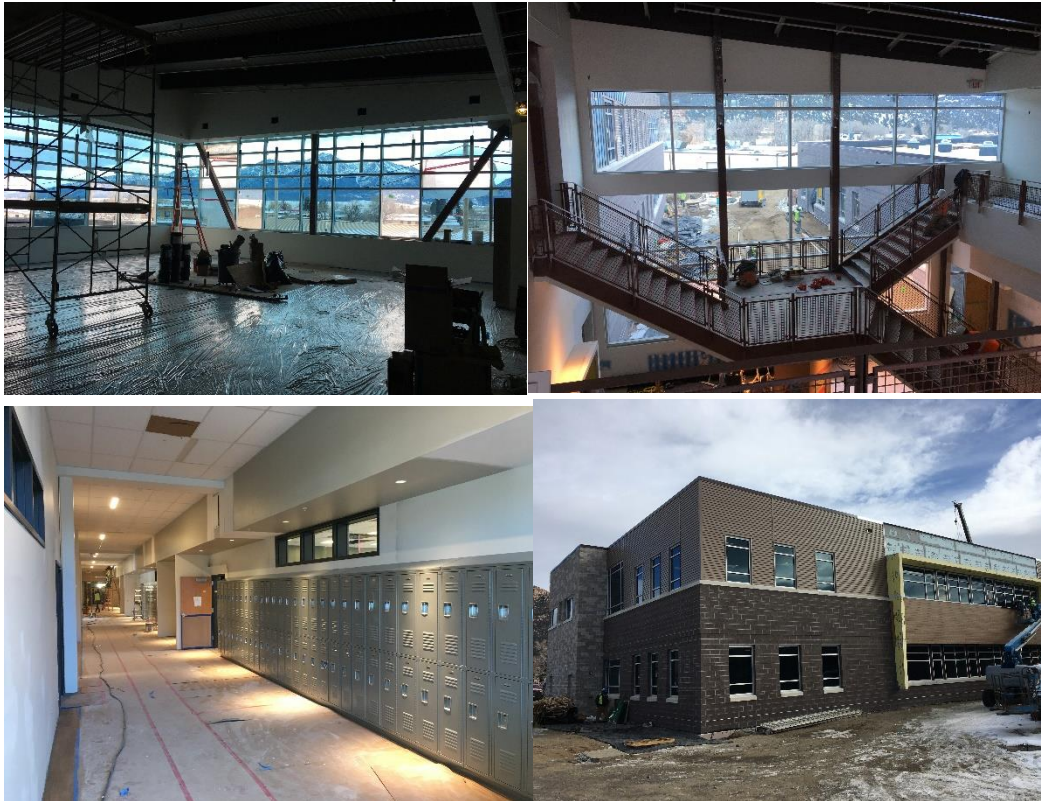
C. OWTS Program

1. In October staff reviewed 14 OWTS designs. Issued 14 OWTS permits and 3 are on hold.
2. Staff reviewed approximately 15+ OWTS systems for short term rental applications. There are 12+ on hold due to the number of proposed occupants exceeding the design capacity of the septic system.

3. Staff received a complaint of a broken private sewer on the corner of hwy 50 and Cr 110. The break has been contained and the users of this sewer are developing a plan for a long-term repair.

D. Regional engineering plan review and inspection

1. Buena Vista High School: Phase 1 of 3 is under construction.
 - a. Phase 1:
 - i. The foundation is 100% complete,
 - ii. Slab on grade 100% complete,
 - iii. 1st floor slab 100% complete,
 - iv. CMU walls 100% complete,
 - v. Steel construction is 100% complete,
 - vi. Framing is 100% complete,
 - vii. Drywall is 99% complete,
 - viii. Utilities are 95% complete,
 - ix. Staff has performed 64 inspections to date,
 - b. Phase 2: 2% complete.
 - i. Gym framing is 100% complete,
 - c. Phase 3: 0% complete.
 - d. Demo: 0% complete.



E. Engineering Projects

1. Homestake water diversion project: The project is complete and all 3 sections are open.
2. Chaffee county Fairgrounds arena:
 - The Northern Poles and lights have been installed.
3. Fair grounds heating:
 - a. Staff is working with the fair ground's manager on an RFP to install heating in the northerly building.
4. Fair grounds façade:
 - a. Staff is assisting the fair grounds events coordinator with the design assessment of a new fair ground building entrance.
5. Chaffee County Administration Building:
 - a. Preliminary design is 100% complete.
 - b. Awaiting GO to start Definite Design, (DD)
 - c. Staff and our architect visited the new Park County administration building for design ideas.
6. Salida Airport Beacon Tower:
 - a. Staff submitted a request for a height variance to P&Z. The variance should be heard by BOA in January 2020.



NOVEMBER 2019 STAFF REPORTS

Police Department –

- The Department had 370 calls for service in November.
 - We have met all of the POST training requirements for the year.
 - The Department was awarded a Colorado POST Grant for range improvements; we will receive the award in 2020 to improve our firearms range.
 - We have already utilized the “Multi-User Facility a half dozen times; it is proving to be a big asset for the Department.
-

Finance Department –

- Coordinated the adoption of the 2020 budget and prepared a presentation to communicate key issues to citizens.
 - Have been working with Employers’ Council on a market pay study for staff.
 - Monthly vendor payments, utility billings and payments, payrolls, etc. have been processed accurately.
 - Started work on the 2020 budget document which is statutorily required to be filed with the state by January 31, 2020.
 - Planning for year-end closing of the 2019 books and preparing for the independent audit of the City’s financial records.
-

Community Development –

- Last week we hosted Clarion Associates’ Tareq Wafaie and Matt Goebel as we kicked off the Land Use Code Rewrite. Matt and Tareq met with Natural Habitats, Tree Board Chair Marilyn Moore and the eleven member Advisory Committee. Monday night concluded with a presentation to the Council and Planning Commission. Staff spent approximately five hours discussing changes with them. They will be back on December 17th and 18th for more interviews with code users and staff. A survey has been developed and is posted on our website here: <https://www.surveymonkey.com/r/salidaLUC>.
- The Administrator and CD Director attended a meeting to discuss the school district’s effort to re-evaluate the fee-in-lieu of school site dedication amount. Representatives from the district, Poncha Springs, Buena Vista, Chaffee County and the district’s consultant were in attendance. Early guesses are the fee will increase, but not above \$1,000.

Community Development continued...

- The Mayor, staff and members of the Citizen Leadership Committee met with Bud Tymczyszyn of Community Builders to debrief on the Future 50 process and outcomes. Bud was thankful that the City is moving forward with implementing key recommendations.
 - Bill Almquist did a masterful job in reaching a consensus with the Planning Commission on revisions to our requirements for Accessory Dwelling Units (ADU's). Nina Williams used his research and findings for a presentation on ADU's to Front Range Planning Commissioners. Hopefully our work will reduce the anxiety most communities have when they take up ADU requirements.
-

Recreation Department –

- The PROST Master Plan process is wrapping up, and the department is grateful for all the participation.
 - The tree trimming project has been completed in Centennial Park.
 - Staff has been very busy keeping trails and sidewalks clear of snow.
 - Marvin Park is getting cleaned up with help from the community's ball players.
 - The Salida Hot Springs Aquatic Center is starting a few climate control projects.
 - Ice rink planning and preparation has started for the Ice Rink for Chaffee County organization.
 - Keep your eyes open for the Winter 2020 Rec Guide; it has been revamped and the Recreation office did a great job!
-

Public Works –

- **Administration:**
 - Provided support for the 2020 budget process.
 - Close out of administrative work for street reconstruction projects.
 - Project management for sewer construction projects.
 - Coordination and presentation preparation and assistance on sewer master study.
 - Bid opening was scheduled for the Highway 50 Phase IV Streetscape – only one bid was received and did not come within budget. Recommendation for award is not anticipated at this time.
- **Streets:**
 - Final paving on Wood Avenue is complete as is E Street.
 - The early season storms and freeze/thaw have created a number of potholes, which staff repaired.
 - Staff has been busy with plowing and snow and ice removal.
- **Water/Wastewater:**
 - Staff received demonstrations of the Jet-Vac and CCTV sewer camera equipment.
 - Routine main line valve exercising is complete for the city.

Arts & Culture –

- Combined events for the SteamPlant, Scout Hut, Riverside Park and the Creative District totaled 57 for the month of November, with 3,606 people in attendance. Events included four concerts, five films, three dances, two art receptions, three weddings and one live poetry event.
- Highlights included: the Kick-off to Winter; Starpoint Fundraiser; Salida's First Last Waltz; the Heart of the Rockies show in Buena Vista; Symposium Unplugged – Colorado Health Foundation; Rocky Mountain PBS – Colorado Experience Road Show fill screening; and the Amazing Grace film screening, which sold out.

Fire Department –

- Salida Fire Department has run 896 calls for service year-to date. This is 2% below the five year average.
- Career staff spent 1317 hours fighting the Decker Fire. South Arkansas Wildland Team members spend 3617.25 hours fighting the fire for a total of 4934.25 man hours. All employee costs are paid through the Federal Government including backfill of shifts.

Clerk's Office –

- Staff has been hard at work cleaning up years of old records/paperwork/stuff in preparation for the scanning and digitizing of old documents in 2020.
- The City Clerk made it through her first semester of graduate classes with A's.